

COLLECTIVE AGREEMENT

BETWEEN

**ARROWSMITH HEALTH CARE (2011) SOCIETY
ARROWSMITH LODGE**

AND



HOSPITAL EMPLOYEES' UNION

April 1, 2022 to March 31, 2025

Note: underlined text is new language for 2022-2025

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ARTICLE 1 – PREAMBLE

1.01 Preamble

The primary purpose of the Employer is to provide residents with efficient and competent services.

It is the intent of the Parties to:

- (i) Ensure the provision of the best possible service and quality resident care;
- (ii) Protect the interest of residents, employees and the Community;
- (iii) Establish an orderly collective bargaining relationship between the Employer and the employees covered and to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the Bargaining Unit.

ARTICLE 2 – DEFINITIONS

2.01 UNION – Means Hospital Employees' Union (HEU) hereinafter referred to as "the Union".

2.02 EMPLOYER – Means the Arrowsmith Health Care (2011) Society (Arrowsmith Lodge) hereinafter referred to as "the Employer", Arrowsmith Lodge or Cokely Manor, as applicable.

2.03 EMPLOYEE – Means a member of the bargaining unit who is:

Regular Full-time – means an employee who is regularly scheduled to work thirty-seven-and-one-half (37.5) hours per week on a continuing basis, or such other period as mutually agreed by the Union and Employer.

Regular Part-time – means an employee who is regularly scheduled to work less than thirty-seven-and-one-half (37.5) hours per week on a continuing basis.

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Casual Employee – a casual employee is one who is not regularly scheduled to work but is employed to relieve vacancies for regular employees or to perform emergency or unanticipated irregular short term relief work as required by the Employer.

Restriction of Employee Status - the status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 8 – Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

2.04 SHIFT – means the normal consecutive hours scheduled for each employee which occur in any twenty-four (24) hour period. In each twenty-four (24) period there shall normally be three (3) shifts, namely: day, evening and night shift.

DAY SHIFT – means a shift in which the major portion occurs between 07:00 and 15:00 hours.

EVENING SHIFT – means a shift in which the major portion occurs between 15:00 and 23:00 hours.

NIGHT SHIFT – means a shift in which the major portion occurs between 23:00 and 07:00 hours.

2.05 CONTINUOUS SERVICE – means calendar length of service of regular employment with the Employer, plus converted casual hours (see Article 45.17).

2.06 SPOUSE – means a legal marriage under the authority of a marriage certificate or a common-law relationship where two people cohabitated as spousal partners for a period of not less than one year. For the purpose of this Agreement, an employee can have only one person designated as a spouse. It is incumbent on the employee to provide evidence of the spousal relationship as requested.

2.07 Parties – means Hospital Employees' Union and Employer not individual employees of the Employer.

2.08 Local Union designate – means a worksite employee designated by the Hospital Employees' Union Arrowsmith Local membership.

2.9 Block of Work – means consecutive scheduled shifts regardless of the scheduled days off contained within the leave taken or temporary vacancy created.

i.e. Monday-Tuesday-Wednesday-Thursday-Friday equals a 5 day block of work.

Thursday-Friday-day off-day off-Monday-Tuesday equals a 4 day block of work.

ARTICLE 3 – RECOGNITION OF THE UNION

3.01 Recognition

Arrowsmith Health Care (2011) Society recognizes the Hospital Employees' Union as the exclusive bargaining agent for all employees for whom the Union has been certified in a unit composed of employees at Arrowsmith Lodge and Cokely Manor, 266A and 266B Moilliet Street, Parksville, B.C.

3.02 Union Shop

Employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a

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condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.

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

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

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

ARTICLE 8 - Grievance Procedure

ARTICLE 8.7 - Dismissal/Suspension for Alleged Cause

ARTICLE 22.1 - Employer's Notice of Termination

3.03 Union Check-Off

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues. The Union shall provide thirty (30) days written notice to the Employer of a change in the amounts to be deducted.

The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer no later

than the 15th day of the month for the previous month's deductions.

The Employer shall provide the Union's Provincial Office and a local union designate with a list of all employees hired, and all employees who have left the employ of the Employer 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 3.02.

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 April and October the Employer shall provide to the Union's Provincial Office and a local union designate, a list of all employees in the bargaining unit, their job titles, their addresses, personal emails and telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed upon fashion.

3.04 Induction

The local union designate 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 local union designate of the names of the new employees hired.

During the Employer's Induction Session, the Shop Steward will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employees.

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Induction sessions for new employees shall be held at the Employer's place of business within the first thirty (30) calendar days of employment any day between Monday and Friday at a time designated by the Employer, between the hours of 0900 and 1700.

There shall be no deduction of wages or fringe benefits because of time spent by the Union representative during these sessions.

New employees shall receive regular wages while attending at these sessions but regular wages shall be limited to and shall not include any overtime even in cases in which the session is scheduled outside of and in addition to the scheduled work of the employees.

3.05 Shop Stewards

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

- (1) The Union may appoint up to four (4) Shop Stewards for Arrowsmith Lodge and Cokely Manor.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty in a department and where their absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union

business.

- (6) In order to continue to promote harmonious relationships between the Employer and the Union, the Employer shall provide the Union Chief Steward with four (4) hours every month without loss of pay to perform Union duties and functions.

3.06 Union Bulletin Boards

The Employer shall provide a bulletin board at each work site Arrowsmith Lodge and Cokely Manor for the exclusive use of the Union, the location to be determined by mutual agreement between the Employer and the Union.

3.07 Badges and Insignia

Employees shall be permitted to wear Union pins or Shop Steward badges. Employees shall be permitted to wear pins and caps from recognized health care organizations.

3.08 Union Representative Visits

The Union shall provide reasonable notice to the Employer when the Senior Union Official or their designated representative intends to visit the Employer's place of business for the purpose of conducting Union business. If possible, the Union shall specify the anticipated duration of the visit. Such visits will not interrupt the operation of the facility.

3.09 Union advised of changes

The Union staff representative and local union designate shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement.

3.10 Copies of the Collective Agreement

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

the Collective Agreement shall be provided to each employee on commencement of employment.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Management Rights

The management of the Employer's business, and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

4.02 Managers Excluded from Bargaining Unit Work

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

4.03 Volunteers

It is agreed that Volunteers have a role in health care and are an important link to the community being served.

It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

ARTICLE 5 – NO DISCRIMINATION

5.01 No Discrimination

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

5.02 No Discrimination for Union Activity

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

5.03 Harassment

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

Allegations of harassment which are found to be in bad faith may be cause for discipline, up to and including dismissal.

5.04 Harassment and Bullying

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 well-being 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.

Bullying and harassment includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated but excluding any reasonable action

taken by an Employer or supervisor relating to the management and direction of workers or the place of employment.

5.05 Procedure for Filing Complaints

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer and notify the Union or through the Union to the Employer designate.
- (b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however it is recognized that various representatives of the Employer and the Union will be made aware of or part of the proceedings on a need to know basis. Except as required by the Collective Agreement or law, the Parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.
- (c) The Employer shall investigate the allegations within thirty (30) days. The Employer shall notify the Union upon conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take.
- (d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.
- (e) Disputes resulting from actions under this Article may be submitted to Expedited Arbitration under Article 9, where the complaint pertains to conduct of an employee or employees within the bargaining unit. Where disputes arise from actions under this Article, and the complaint pertains to conduct of an employee or employees not in the bargaining unit, the dispute may be submitted to the Troubleshooter under Article 8.10.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 No Strike or Lockout

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

6.02 Legal Picket Lines

Refusal to cross a legally established picket line shall not constitute cause for discipline or dismissal. An employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

ARTICLE 7 – DISCUSSION OF DIFFERENCES

7.01 Union Committee

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

7.02 Union/Management Meetings

The parties, shall, as occasion warrants, meet for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee(s). The Union and Employer shall make every effort to exchange written agendas at least one week prior to the meeting. All meetings shall be held as promptly as possible on request of either party. These meetings may occur at Step Three of the grievance procedure.

The time spent by Shop Stewards or Union Committee Members in the course of their duties shall be considered as time worked

and shall be paid in accordance with the provisions of the Collective Agreement.

7.03 Employee/Management Committee (EMAC)

(a) The parties to this Agreement recognize the benefits which can be derived from an Employee-Management Committee. The Employee-Management Committee is a forum for joint problem solving, information sharing and collaboration between the Employer and the Union.

Such Committee shall be comprised of up to three (3) employees, designated by the Union and who are members of the Union and up to three (3) representatives of the Employer. Should either party wish to convene a meeting of the Committee, it shall do so by submitting a request and agenda to the other party at least fourteen (14) days in advance of a requested meeting date. Upon receipt of an agenda, both parties agree to meet as soon as possible. This meeting shall be convened during working hours of all committee members, if operational requirements permit. Union Committee members will be compensated by the Employer at their regular straight-time hourly rate for time spent attending the meetings.

(b) The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Union Representation

No Shop Steward, Union Committee member, or employee shall leave their work without obtaining the permission of their immediate supervisor. Employee-Shop Steward or Union Committee member discussions shall take place where resident care is not affected.

An employee who is called into a meeting that could reasonably result in a written warning or more serious discipline will be

advised of the purpose for the meeting and of their right to have a shop steward present.

8.02 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

8.03 Right to Grieve Disciplinary Action

8.03.1 Disciplinary Action Grievable

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

8.03.2 Employee Notified of File Documentation

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.

8.03.3 Removal of Disciplinary Documents

- (i) Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

- (ii) The eighteen (18) month period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity leave.
- (iii) Discipline related to resident abuse will remain on the employee's personnel file for thirty-six (36) months from the date it was issued, provided there has been no further infractions of a similar nature.

8.03.4 Introduction of Evidence at Hearing

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.

8.04 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

8.05 Personnel File

An employee, or their designated union representative, with the written authority of the employee, shall be entitled to review and be provided with copies of any document in the employee's

personnel file, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference.

The employee or their designated union representative, as the case may be, shall give the Employer three (3) calendar days' (not including designated statutory holidays) notice prior to examining the file.

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

8.06 Grievance Procedure

8.06.1 Preamble

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation or alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this Agreement.

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

Step One (1)

The employee with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with the immediate Supervisor or their designate within seven (7) calendar days after the date on which they became aware or should reasonably have become aware of the action or circumstances giving rise to the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step then;

8.06.2 Step Two:

The grievance shall be reduced to writing by:

- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (3) the grievance shall be signed by the employee and a Shop Steward or Union Committee member;
- (4) the supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (5) within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give their written reply. If the grievance is not settled at this step then:

8.06.3 Step Three (3)

If the grievance is not settled at this step, then within twenty-one (21) calendar days of receiving the Step Two response, the Union Committee or its delegate, shall notify the Employer in writing that the grievance will proceed to Step Three. The Employer and Union will meet to discuss the grievance. Each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to Troubleshooter under Article 8.10, or arbitration within twenty-one (21) calendar days of the presentation of this decision.

The Employer agrees that their representatives at the Step 3 meeting have the authority to resolve the grievance.

8.07 Policy Grievance

A policy grievance is defined as one which affects the collective

interests of the bargaining unit, rather than the interests of a particular grievor. Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an Article to this Agreement, the dispute shall be discussed initially with the Employer within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, the issue shall be dealt with as per the grievance procedure (see Article 8.06.2 – Step Two).

8.08 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

The Employer will send to the Union Office and local union designate a copy of the suspension or termination letter at the time of providing it to the employee.

8.09 Technical Objections to Grievances

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

8.10 Industry Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, Daniel Johnston, Joan Gordon, Irene Holden, Dalton

Larson, Corinn Bell or a substitute agreed to by the parties, shall by the mutual agreement of the parties:

- (a) Investigate the difference,
- (b) Define the issue in the difference, and
- (c) Make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure. The parties shall jointly bear the cost of the Troubleshooter.

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

8.12 Agreed to Statement of Facts

The parties will endeavor to reach an agreed to statement of facts prior to the hearing.

8.13 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 10, it is found that an employee was disciplined or dismissed without just cause and reasonable cause, or laid-off contrary to the provisions of the Collective Agreement, that employee shall be reinstated by the Employer without loss of pay with all their rights, benefits and privileges which they would have enjoyed if the lay-off, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

ARTICLE 9 - EXPEDITED ARBITRATION

9.01 Roster

It is understood that the expedited arbitrators shall be appointed by mutual agreement. If mutual agreement fails the arbitrator shall

be appointed on a rotating basis, commencing with the first expedited arbitrator named below:

- Daniel Johnston
- Joan Gordon
- Irene Holden
- Dalton Larson
- Corinn Bell

9.02 Expedited Arbitrations

9.02.1 Issues for Expedited Arbitration

A representative of the Employer and the Union shall as often as is required, review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.

9.02.2 Expedited Schedule

Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard within twenty-one (21) calendar days of the Employers decision at Step 3 or as otherwise mutually agreed to by the parties.

9.02.3 Location of Hearing

The location of the hearing is to be agreed to by the parties but will be held in the Central Vancouver Island area.

9.02.4 Process

As the process is intended to be non-legal, outside lawyers will not be retained to represent either party.

9.02.5 Agreed to Statement of Facts

The parties will endeavor to reach an agreed to statement of facts prior to the hearing.

9.02.6 Procedure

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 presentation.

9.02.7 Mediation Assistance

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

9.02.8 Issuance of Report

The decision of the arbitrator is to be completed and provided to the parties within thirty (30) calendar days of the hearing.

9.02.9 Status of Report

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.

All settlements of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.

9.02.10 Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.

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

9.02.11 Fees

The parties shall equally share the costs of the fees and expenses of the arbitrator.

ARTICLE 10 - ARBITRATION

10.01 Composition of Board

Should the parties fail to settle a grievance between the Employer and the Union, or the employee(s) concerned, such grievance including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of

either party, be referred to the arbitration, determination and award of an Arbitration Board of one (1) member to be agreed upon by the parties. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

List of Arbitrators:

- Daniel Johnston
- Joan Gordon
- Irene Holden
- Dalton Larson
- Corinn Bell

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

It is understood that the arbitrators named above shall be appointed by mutual agreement. If mutual agreement fails, the arbitrator shall be appointed on a rotating basis commencing with the first arbitrator named above.

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

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration.

The parties agree that the time limits for appeal under the *Labour Relations Code* of B.C. shall commence with the issuance of written reasons for the decision.

10.02 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

10.03 Expenses of Arbitration Board

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

10.04 Location of Hearing

The location of the hearing is to be agreed to by the parties but will be held in the Central Vancouver Island area.

10.05 Employee called as witness

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

10.06 Arbitration Board Hearings

Where operational requirements permit, the Employer shall grant leave without loss of pay for up to two (2) employees representing the Union before an Arbitration Board, provided the dispute involves the Employer.

10.07 Reinstatement of Employees

If the Arbitration Board finds that an employee has been laid off contrary to the provision of the Collective Agreement, or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that their reinstatement be without loss of pay and/or with all their rights, benefits and privileges which they would have enjoyed if the layoff, suspension or discharge had not taken place.

ARTICLE 11 – PROBATIONARY PERIOD

11.01 For the first four-hundred-and-eighty-eight (488) hours of work with the Employer, an employee shall be a probationary

employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one-hundred-and-sixty-two (162) hours provided written reasons are given for requesting such extension.

During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

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

ARTICLE 12 – SENIORITY

12.01 Seniority for all employees shall be defined as the total accumulated hours calculated from the date the employee last entered service in the bargaining unit. Where two (2) or more employees have the same seniority hours, the senior employee shall be determined by mutual agreement of the HEU Staff Representative and Employer.

"Accumulated hours" shall include all paid hours, except overtime hours and shall include unpaid hours as indicated in Article 30.03 Leave of Absence.

12.02 The Employer shall maintain a seniority list that includes all employees in the bargaining unit. Upon request, the Employer agrees to make available to the Union the seniority of any employees covered by this Agreement.

12.03 An employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if they:

- (a) resigns; or retires; or
- (b) are discharged for just cause and not reinstated; or
- (c) fails to reply to a recall notice within seven (7) days of its receipt, unless a satisfactory reason is provided; or

- (d) is absent for three (3) consecutive days without notifying the Employer, and cannot give an acceptable reason for their absence; or
- (e) is laid off in excess of the one (1) year recall period.

12.04 Temporary Excluded Manager

An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall continue to accumulate seniority and benefits for a period of time up to twelve (12) months and shall return to their former job and pay rate at the end of the assignment. This period may be extended by mutual agreement of the Employer and Union in extenuating circumstances.

Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive no less than ten percent (10%) per month more than the higher rate for their classification, or one-hundred dollars (\$100.00) per month, or portion thereof, whichever is greater, if so employed for one (1) or more work days, retroactive to the start of the relief period.

12.05 Military Service

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

12.06 Seniority Hours

The Employer will post a seniority list containing the name and seniority hours of each employee in chronological order. The seniority list shall be updated and posted not less frequently than on a quarterly basis (January 1, April 1, July 1, and October 1). Copies of the seniority list will be provided to the local union designate and HEU staff representative following posting. Such seniority lists shall be subject to correction for error on proper representation by the Union, within one (1) month of the Union's receipt of the seniority list.

ARTICLE 13 – PROMOTION, TRANSFER, DEMOTION AND REASSIGNMENT

13.01 Selection Criteria

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

It is the responsibility of the employee to ensure their personnel file is current with all certificates/credentials.

13.02 Qualifying Period

If an employee is promoted, demoted, or transferred to a job, then the promoted, demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of sixty (60) days.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if an employee has been promoted, demoted, or transferred and during the aforementioned sixty (60) days is found unsatisfactory in the new position, the promoted, demoted or transferred employee shall be returned to their former job before the promotion, demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority or 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 Article.

13.03 In cases where an employee is required, during a scheduled shift, to temporarily perform the duties of a lower-paid job, such employee shall incur no reduction in wages.

13.04 Re-employment After Voluntary Termination or Dismissal for Cause

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.

13.05 Temporary Promotion, Transfer, 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 benefits when the temporary promotion, transfer or demotion terminates.

13.06 Temporary Reassignment

When an employee is temporarily reassigned for operational reasons, whenever possible, the most junior qualified employee that results in the least disruption to the work environment will be selected.

An employee temporarily reassigned shall return to their own position as soon as operationally possible.

13.07 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 rate immediately prior to the promotion. Previous relative experience with the Employer shall be taken into consideration, and where that is greater than 3900 hours experience, the promoted employee shall start at the second increment step.

For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee

pay rates shall become effective from the first 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 lesser 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.

13.08 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.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as their former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary date of their prior job.

A regular employee transferred upon the employee's request to a job with the same pay rate structures as their former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three (3) months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary date of their prior job.

13.09 Demotions

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with their overall seniority, provided they have experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of this

Article and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three (3) months.

13.10 Re-employment After Retirement

Employees who have reached retirement age as prescribed under the *Pension (Municipal) Act* and continue in the Employer's service or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All prerequisites (which does not include seniority) earned up to the date of retirement shall be continued or reinstated.

13.11 Bridging of Service

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

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

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

13.12 In the event of an employee relieving in a higher-rated job, the employee shall receive the hourly rate of the position they are

relieving for any and all hours relieving.

13.13 Previous Experience

Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience shall be taken into consideration and the commencing pay rate may be at any step in the range above the start rate.

ARTICLE 14 - JOB POSTINGS AND APPLICATIONS

14.01 Job Postings and Applications

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

- (a) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, work area and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.
- (b) If a vacancy or new job becomes available between June 15 and August 15, the vacancy or new job shall have a start date of the first day after Labour Day. Where the delayed start date will disadvantage the successful applicant, they will either move into the position or be made whole in regard to compensation, status and seniority. Where compensation is at issue, the employee shall be used productively and under no circumstances shall they receive pay for work not performed.
- (c) Notwithstanding (a) above, if the vacancy is a temporary one of less than sixty (60) days, the position shall not be posted and instead shall be filled as follows:

- (i) by part-time regular employees who have indicated in writing their desire to be registered for work in accordance with this clause (where the regular schedule of a part-time employee registered under this section conflicts with a temporary vacancy, the part-time employee shall be deemed to be unable to work except that where the temporary vacancy/block of work is four (4) days or more, the employee shall be relieved of their regular schedule at the option of the employee).
 - (ii) By casual employees registered for work in accordance with the casual addendum.
 - (iii) in cases of unanticipated or unplanned temporary absences (less than 24 hours' notice), such temporary absence may first be filled under (c) (ii) for a period of up to three (3) days.
- (d) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph (c) (i) above shall be considered unavailable for such temporary vacancy.

A part-time employee who has accepted a temporary vacancy referred to in paragraph (c) (i) above which conflicts with a casual assignment shall be considered unavailable for such casual assignment.

Where an employee declines an offer to work under (c) (i) the Employer need not offer the work again to that employee under (c) (ii), if they are also registered for casual work.

14.02 Change to Start and Stop Times, Days Off and Department

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

- (i) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (ii) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

14.03 Applications from Absent Employees

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.

14.04 Notice to Union

Two (2) copies of all postings shall be sent to the Local union designate and HEU staff representative within the aforementioned seven (7) calendar days.

14.05 Notice of Successful Applicant

The Employer shall, within three (3) business days, excluding statutory holidays, following the conclusion of the job competition, inform all applicants of the name of the successful applicant by posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

14.06 Grievance Investigation

The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation, if so requested.

14.07 Special Project Vacancies

Positions funded for specific projects, i.e., grant-funded, capital projects, etc., will be posted pursuant to the Collective Agreement.

When the funding ends, an internal candidate retains their previous status. For an external candidate, they maintain their current rights under the Collective Agreement.

ARTICLE 15 - JOB DESCRIPTIONS

15.01

- (1) The job descriptions which are in existence on the date of this Agreement (2014) and the benchmarks to which they are matched, agreed to by the parties shall comprise the base against which all changes shall be measured.
- (2) The position of each regular employee shall be assigned to an appropriate job description.
- (3) 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 and wage level of the job, a summary statement of the duties and the date prepared.

The said job descriptions shall be provided in writing to the Local Union designate and HEU Staff Representative or their designate and shall become the recognized job description, unless written notice of objection, set out in specific detail, is given by the Union within sixty (60) days.

15.02 Each regular employee shall be provided with a copy of the summary description for their classification.

15.03 Notice of New or Changed Positions

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

appropriate remuneration. 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) Change to an Existing Job

If an employee considers there has been a significant change to their classification, the employee, or union shop steward, shall discuss the change with the manager and may initiate a grievance in accordance with Article 8. The parties will meet at Step Three 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 issues regarding the job description, based on the changes to the job description and the relationship of the new classification to existing classifications in the bargaining unit.

(c) Pay Adjustments

- i) Where the rate of pay of a position or job is adjusted upwards, the employee shall be placed on the lowest step of the new pay range which will give them a monthly increase and the increment anniversary shall be that date.
- ii) Where an increase results from the establishment of a new job or a change in an existing job, the increase shall take effect on the date that the new job is established or the existing job is changed.
- iii) Where an increase results from a request for a review of a position by an employee or the Union, the increase shall be effective the date the issue was filed as a grievance.
- iv) Where the rate of pay of a position or job is adjusted downward, the employee shall not suffer a reduction in pay but shall be red-circled. Such an employee shall retain the increment anniversary of their prior job and shall receive fifty percent (50%) of all general wage increases until the new wage rate for the job being occupied meets the employee's existing wage rate. Employees who are

required to transfer to a lower rated position as a result of a displacement notice being served as a result of clause 15.3 (a) shall be covered by this provision.

15.04 Definitions

- (1) Position: A group of duties, responsibilities and skills regularly assigned to one person. It may be full-time, part-time, occupied or vacant and may be created, changed or deleted in order to meet operational requirements.
- (2) Job: One or more positions performing essentially the same duties, similar level of responsibilities and required qualifications covered by the same job description.
- (3) Class: A group of jobs which are sufficiently similar with respect to type of duties, level of responsibilities and required qualifications that they carry the same wage rate.
- (4) Other related duties: The phrase "Other related duties" shall be limited in its meaning so as to include only those additional duties which fall within the character of work as defined by the job description.

15.05 The Employer shall notify the Union in writing of any proposed new or changed position to be excluded from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion. The Union shall reply to the Employer in writing, within thirty (30) days of the Employer's notification either agreeing or disagreeing with the exclusion. When the Union disagrees with the exclusion the Union will also provide written reasons for the decision.

If no agreement is reached within 30 days of the Union's reply, either party may refer the matter to the Labour Relations Board for a final and binding determination.

ARTICLE 16 - HOURS OF WORK

16.01 Continuous Operation

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

16.02 Hours of Work

- (a) The normal hours of work for regular full-time employees, exclusive of meal times, shall be thirty-seven-and-a-half (37.5) hours per week, and the work shift shall be seven-and-one-half (7.5) hours or such other period as mutually agreed to by the Employer and Union.
- (b) Employees who are scheduled to be on-call during a meal period shall be paid for their meal period.
- (c) Schedules with work days greater than seven-and-one-half (7.5) hours per day and up to and including twelve (12) hours per day may be mutually agreed to by the Union and Employer and clarified in a Memorandum of Understanding between the parties.
- (d) 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 23, unless otherwise mutually agreed between the Union and Employer.

16.03 Rest and Meal Periods

- (a) Rest Periods - Employees working a full shift shall receive two (2), fifteen (15) minute, rest periods, one in each half of the shift. Employees working five (5) hours or less shall receive one (1) rest period. Where there is mutual agreement between the Union designate and Employer designate, rest periods may be combined to meet employee and operational requirements in exceptional circumstances.
- (b) Meal Periods - All employees working more than a five (5) hour shift shall receive a one-half (1/2) hour unpaid meal period, no

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more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

(c) As described above, employees are entitled to the following rest and meal breaks:

Paid Hours	Meal Break	Rest Break
5 hours or less	None	1 paid 15 minutes
More than 5 hours but less than 7.5	One-half hour unpaid	1 paid 15 minutes
7.5 hours	One-half hour unpaid	2 paid 15 minutes

16.04 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.

16.05 Split Shifts

No split shifts shall be worked except in cases of emergency.

16.06 Part-Time Employees

The Employer shall eliminate, as far as possible, all part-time employees.

ARTICLE 17 – CONTRACTING OUT

17.01 Layoff of Employees

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

17.02 Exceptions

The Employer has the right to contract for services when:

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

ARTICLE 18 – SHIFT PREMIUMS

18.01 Night Shift Premium

Effective date of Ratification, the night shift premium shall increase to three dollars (\$3.00) per hour will be paid to an employee for all hours worked between twenty-three-hundred (2300) hours to zero-seven-hundred (0700) hours, provided that at least one (1) full hour is worked between these specified hours.

18.02 Weekend Premium

Effective date of Ratification, the weekend premium shall increase to two dollars (\$2.00) per hour will be paid to an Employee for all hours worked between 0001 Saturday and 2400 Sunday, provided that at least one (1) full hour is worked between these specified hours.

18.03 Evening Shift Premium

Effective date of Ratification, the evening shift premium shall increase to two dollars (\$2.00) per hour will be paid to an employee for all hours worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that at least one half of the shift is worked between these specified hours.

ARTICLE 19 - STAFF MEETINGS AND IN SERVICE EDUCATION

19.01 The parties recognize the value of in-service both to the employee and the Employer and shall encourage employees to participate in in-service. The Employer shall provide in-service education to ensure that each employee has the opportunity to attend the required sessions for the site and will make every effort

to provide education during normal shift times (E.g. day shift 0700 to 1500).

19.02

- (a) An Employee who is required to attend a training course, in-service session, seminar, or staff meeting, shall be compensated at straight-time hours worked or shall be allowed compensatory time off at straight-time in lieu by mutual agreement between the employee and the Employer.
- (b) An employee who is requested to attend a training course, in-service session, seminar or staff meeting on the employee's day off shall be compensated at straight-time hours worked or shall be allowed compensatory time off at straight-time in lieu by mutual agreement between the employee and the Employer.

19.03 Employer Requested Leave

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, including tuition fees and course required books, necessary travelling and subsistence expenses, incurred in taking the course and/or examination shall be paid by the Employer.

19.04 Employee Requested Long Term Leave

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 an 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.

19.03 The Employer may grant leave to allow employees to take educational courses related to their employment and such leave will be without pay.

ARTICLE 20 - ADJUSTMENT PLAN

20.01 The parties acknowledge Section 54 of the *Labour Relations Code*. The Employer and the Union shall meet within twenty-one (21) days of the date of any notice pursuant to Section 54.

20.02 Technological Displacement

The Employer agrees that, whenever possible, an employee shall not lose employment because of changes that fall under Section 54. Whenever possible, the Employer shall use normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 21.

ARTICLE 21 – LAYOFF AND RECALL

21.01 Discussion with Union

The Parties recognize the value of a discussion, or a meeting prior to laying off employees in the Bargaining Unit. Where the Employer intends to introduce a measure which may result in a reduction of the workforce, the parties shall meet at least twenty-one (21) days prior to the measure being implemented. The purpose is to discuss the relevant factors related to the layoff and possible alternatives. The Employer will provide a current seniority list to the Union upon a layoff.

Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, a copy of such notice shall be sent to the Local union designate and HEU staff representative.

21.02 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. A reduction or an increase of an employee's full-time equivalent (FTE) shall be considered a layoff.

When, in the opinion of the Employer, it becomes necessary to reduce the workforce the Employer shall consider opportunities to rearrange employee schedules. Employees affected by the new schedule shall choose a new line on the schedule in order of seniority. Any employee who is not returned to the schedule through this process shall be laid off.

21.03 Bumping

In the event of a layoff, a regular employee may choose one of the following options:

- (a) Accept the reduced (not increased) hours.
- (b) Displace a junior employee in a job classification for which they are qualified and have the ability to do the work.

The Employer shall supply to the employee and the Union designate a list of all employees that may be bumped by the employee. After receiving the list, bumping rights must be exercised within five (5) days by providing written notice to the Employer. It is agreed that an employee cannot bump into a position which would constitute a promotion. A transfer under this section shall not be deemed to affect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of seven (7%) of their existing pay grid.

- (c) Be placed on the casual list.
- (d) Accept Layoff notice and be placed on the recall list.
- (e) An employee who fails to exercise their right to bump another employee under this Article may be laid off any time after five (5) days from the date on which the employee received the seniority list referred to in 21.03 (b) or at the expiry of the employee's notice period, whichever is later.

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

- (a) one (1) week pay in lieu or notice, after three (3) months;
- (b) two (2) weeks pay in lieu or notice, after one (1) year,
- (c) three (3) weeks pay in lieu or notice, after three (3) years, plus one (1) additional week for each additional year of employment to a maximum of eight (8) weeks.

21.05 Significant Layoffs or Closure of Facility

Notwithstanding clause 21.04 in the event of a significant number of layoffs or closure of the facility, the Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) Less than two (2) years' seniority – thirty-one (31) calendar days;
- (b) Two (2) or more years' seniority but less than three (3) years' seniority – two (2) months;
- (c) Three (3) or more years' seniority but less than four (4) years' seniority – three (3) months;
- (d) Four (4) or more years' seniority but less than five (5) years' seniority – four (4) months;
- (e) Five (5) or more years' seniority – six (6) months.

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

21.07 Benefits During Layoff

Employees laid off shall have the option to make arrangements with the Employer for monthly payment of the full premiums of benefits coverage during the layoff period.

21.08 Priority for Vacancies

No new full-time or part-time employees will be hired at the worksite while there are other full-time or part-time employees on layoff from the worksite as long as laid off full-time or part-time employees are available and have the ability to perform the work.

21.09 Recall Notices

- (a) Recall notice shall be by telephone with confirmation in writing by registered mail or hand delivered to the employee's last address on record with the Employer and faxed to the Union. The employee so notified shall return to work as soon as possible not later than seven (7) calendar days following the date of the telephone call, receipt of hand delivered letter or the date the letter was registered. Employees required to give notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.
- (b) In the case of an employee who is laid off, but still working, recall notice may be hand delivered to the employee at the facility.

It is the responsibility of each employee to notify the Employer promptly in writing, of any change of address and telephone number.

21.10 Recall Rights

- (a) Laid off employees shall retain recall rights for twelve (12) months.

- (b) Employees on recall may make themselves available for relief/casual work.
- (c) Employees on the recall list shall be considered as an internal applicant on all job postings.
- (d) Laid off employees shall be recalled in order of seniority, provided they have the ability to perform the duties of the posted position.
- (e) When an employee on recall is a qualified applicant for a posting, then the Employer shall not consider applications for the vacancy from any less senior employees.
- (f) Laid off employees failing to report for regularly scheduled work within seven (7) days of the date of notification shall be considered to have terminated their employment. Employees required to give notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.
- (g) When a laid off employee is successful in obtaining a posted position, they shall have no further rights with regard to recall.
- (h) Employees on recall shall not be removed from the recall list for turning down an offer of recall. At the end of the recall period, an employee shall have the right to become a casual employee and be placed on the casual lists with their seniority.

21.11 Recalls

Recalls shall be carried out in order of seniority within the bargaining unit provided the employee has the ability to perform the duties of the position satisfactorily after an appropriate orientation or familiarization period.

21.12 Termination of Recall Rights

The employment of an employee shall be considered terminated when the employee has not changed their status to casual prior to the recall end date, or has been on layoff for twelve (12) months without being recalled to a regular position.

21.13 Ability to Perform Duties of the Position

"Ability to perform the duties of the position" means the employee does not require any additional training by the Employer other

than orientation, to be able to satisfactorily perform the duties of the posted position.

21.14 Casual Employees

This Article shall have no application to casual employees.

ARTICLE 22 – TERMINATION OF EMPLOYMENT AND EMPLOYER PROPERTY

22.01 Employer's Notice of Termination

The Employer shall give regular full-time and regular part-time employees twenty-eight (28) calendar days' notice in writing or normal pay for that period in lieu of notice where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

22.02 Employee's Notice of Termination

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment.

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

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

22.03 Employment Abandoned

Any employee who fails to report for work and does not notify their supervisor within three (3) work days and who cannot give an acceptable reason for their absence shall be considered as having abandoned their position.

22.04 Return of Employer Property on Termination

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

22.05 Employer to Repair or Indemnify

Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a resident, provided such personal property is an article of use or wear of a type suitable for use while on duty.

22.06 Reimbursement of Legal Fees

Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

ARTICLE 23 – OVERTIME

23.01 Employees requested to work in excess of the normal daily full shift hours as outlined in article 16.02, or who are requested to work on their scheduled off-duty days, shall be paid:

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

23.02 Overtime call out

The determination of seniority will be based on the most recently published/quarterly seniority list.

(a) Anticipated Overtime

In cases where the Employer has authorized anticipated overtime to be worked, the Employer will offer the overtime by seniority to qualified employees.

(b) Unanticipated Overtime

Where overtime is unanticipated (less than 24 hours in advance), overtime shall be offered by seniority to qualified employees who are at work. If no qualified employee accepts the overtime offered, the Employer may offer the overtime by seniority to any available and qualified employee.

(c) The Employer may cancel the overtime, without any penalty, where it is able to schedule the work at straight-time rates or no longer requires the work to be done.

(d) 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.

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

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

23.04 If an employee works overtime on a statutory holiday, the employee shall be paid overtime at the rate of time-and-one-half the employee's basic rate (statutory holiday rate) for the first three

(3) hours and double-time thereafter beyond the normal daily full-time hours in that day.

23.05 Overtime shall be compensated either in pay or time off as mutually agreed between the Employer and the employee. This must be specified in writing between the Employer and the employee by the end of the current pay period, and if not done so, will be compensated by being paid out. Time off shall be scheduled at a mutually agreeable time. Overtime shall be paid by the end of the next pay period.

23.06 An employee who works two-and-one-half (2 ½) hours of overtime immediately before or following their scheduled hours of work shall receive a meal ticket for a meal. Fifteen (15) minutes with pay shall be allowed the employee in order that they may take a break.

- i. This clause shall not apply to part-time employees until the requirements of Article 23.02 (d) have been met.
- ii. In the case of an employee called out on overtime to work on a scheduled day of rest, this clause will apply only to hours worked outside their regular shift times for a normal work day.

23.07 When an employee is requested to work overtime on a scheduled work day or on a scheduled day of rest, 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.

23.08 An employee required to work overtime adjoining their regular shift, shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of their next regular shift.

If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

ARTICLE 24 – CALL-BACK AND ON CALL

24.01 Call Back

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

An employee shall receive a transportation allowance from the employee's home to the Employer's place of business based on the transportation allowance in Article 26.

24.02 If an employee is called back to work and does not receive a total of eight (8) consecutive hours off duty in the twenty-four (24) hour period beginning from the commencement of the employee's shift, then the employee will not be required to report for duty for their next shift until they have received a total of eight (8) consecutive hours off duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

The employee in the above situation will advise their supervisor in advance of the fact that they will not be reporting for duty at their scheduled time.

This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee eight (8) consecutive hours in total off duty in the aforementioned twenty-four (24) hour period.

24.03 Telephone Consultation

When an employee has been assigned to handle job-related

matters without returning to the workplace and is consulted by telephone by someone authorized to do so, the employee shall be compensated in fifteen (15) minute minimum increments for time spent on the telephone consultation with an equivalent amount of lieu time off to be scheduled by mutual agreement.

24.04 On Call

Employees required to be on-call shall be paid an on-call differential of two dollars (\$2.00) per hour, or portion thereof. The minimum on-call requirement shall be four (4) consecutive hours.

24.05 Should the Employer require an employee to have a pager, beeper or cell phone available during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

ARTICLE 25 - CALL-IN - STATUTORY REQUIREMENT

25.01 Any employee, except those covered by Article 24.01 or 24.02, reporting for work at the call of the Employer shall be paid their regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at their regular rate of pay if they do not commence work, and a minimum of four (4) hours' pay at their regular rate if they commence work.

ARTICLE 26 – TRANSPORTATION ALLOWANCE

26.01 An employee who is assigned duties requiring the use of their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of sixty-one cents (\$0.61) per kilometer.

ARTICLE 27 - SCHEDULING PROVISIONS

27.01

- (a) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (b) The Employer may alter the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advance notice, in an emergency or circumstances beyond the Employer's control. In such cases, the shift(s) of the most junior qualified employee(s) will be amended without overtime owing, except in circumstances of less than ten (10) hours between shifts.
- (c) If the Employer intends to implement a revised work schedule, the Employer will post the proposed rotation no less than seven (7) calendar days so that impacted regular employees in the unit/department have an opportunity to review it. Within a further seven (7) calendar days, the impacted regular employees will select their line on the new rotation in order of seniority. Any regular employee without a line in the new work schedule will be issued a displacement notice in accordance with Article 21. There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (d) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 23.
- (e) If a written request for a change in starting time is made by an employee which would not allow eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (f) Employees may exchange shifts with the prior written approval of the Employer provided that there is no increased cost to the Employer.

- (g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.
- (h) Where operational requirements necessitate a temporary change in start or stop time by up to a maximum of two (2) hours with no change in shift duration overtime rates pursuant to Article 23 will not be applicable.

If childcare, transit difficulties or other serious personal circumstances do not permit such a change, employees may decline the change without repercussion by the Employer.

27.02 Unusual Job Requirements of Short Duration

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in their job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which they are not adequately trained.

ARTICLE 28 – STATUTORY HOLIDAYS

28.01 Statutory Holidays

All full-time regular employees shall be entitled to thirteen (13) 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	B.C. Day
Family Day	Labour Day
Good Friday	<u>National Day of Truth and Reconciliation</u>
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

Arrowsmith Health Care (2011) Society (Arrowsmith Lodge) and Hospital Employees' Union – April 1, 2022 to March 31, 2025

Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one-hundred-and-seventeen (117) days per year (that is, an average of two (2) days per week plus a minimum of thirteen (13) statutory holidays). If at the end of fifty-two weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of one-hundred-and-seventeen (117) days off, they shall be paid extra at the applicable overtime rate for each day by which their total number of days off falls short of one-hundred-and-seventeen (117) days, except that they shall not again be paid for any day for which they were paid overtime in accordance with Article 23.

28.02 Employees who are required to work on a statutory holiday shall be paid at the rate of double-time (2x) for all hours worked.

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

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

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

28.06 All employees scheduled to work on any of the statutory holidays as listed in Article 28.01 shall not have their normal hours of work reduced.

28.07 Except as otherwise provided for in this Agreement, employees on unpaid leave of absence, will not be eligible for statutory holidays.

28.08 Part-time Employees

On each pay cheque, part-time employees shall be paid in addition to their earnings, five-point-two percent (5.2%) of their straight-time pay in lieu of the thirteen (13) statutory holidays.

ARTICLE 29 – COMPASSIONATE LEAVE

29.01 Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, stillborn child, (loss of pregnancy after twenty (20) weeks), sister, brother, father in-law, mother in-law, sister-in-law, brother-in-law, grandchild, grandparent, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

Such compassionate 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 shall be restored.

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

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

ARTICLE 30 – LEAVE – UNPAID

30.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the Department Manager or their Designate and may be granted at the Employer's discretion. The employee shall

make every reasonable effort to give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests unless it would unduly interrupt the Employer's operations and the Employer will provide written notice of their decision no less than three (3) days prior to the date the leave is to commence.

30.02 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.

Should an employee request a leave beyond two (2) years in length, the employee shall retain their regular status as it pertains to seniority and benefits under Article 30.03 – Seniority and Benefit Entitlements During Unpaid Leave, but their position shall be posted as a regular (permanent) position. The employee shall be entitled to pick up casual work during the unpaid leave, and upon return to work from the leave the employee's status shall be a casual employee.

30.03 Seniority and Benefit Entitlements During Unpaid Leave

Any employee granted unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and 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

accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

30.04 Unpaid Leave Union Business

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations or result in additional wage costs:
- 1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of fourteen (14) days per occurrence;
 - 2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - 3) members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive;
 - 4) for employees who are representatives of the Union on a Bargaining Committee.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than 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 increments and promotions.
- (c) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within sixty (60) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this Clause shall receive their current rate

of pay while on leave of absence. Leave of absence granted under this Clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this Article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

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

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

30.05 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) calendar days.
- (b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

30.06 Employment Standards Leave

The Employer recognizes there are a variety of unpaid leaves under the *Employment Standards Act* including, but not limited to:

- Leave respecting the Disappearance of a Child;
- Leave respecting the Death of a Child;
- Family Responsibility Leave;
- Critical Illness Leave;
- Compassionate Care Leave; and

- Leave respecting Domestic or Sexual Violence.

The Employer will permit such leaves in accordance with the terms set out in the *Employment Standards Act*, as it may be amended from time to time. Any staff member who feels they might be eligible for any of the above leaves should contact the Manager.

Seniority and service will accrue if and as required under the *Employment Standards Act*. The Employer shall maintain the employee's benefit coverage during *Employment Standards Act* leaves provided the employee maintains their share of the cost of the plan.

ARTICLE 31 – SICK LEAVE, WCB, INJURY-ON-DUTY

31.01 Sick leave credits with pay shall be granted on the basis of one (1) work day per month, cumulative to a maximum of four hundred (400) hours. Upon completion of the probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.

31.02 Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. 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.

31.03 Leave – Workers' Compensation

(a) Entitlement to Leave

An employee shall be granted Workers' Compensation leave with net pay in the event that the Workers' Compensation Board/WorkSafe determines that the employee has

established a claim (time-loss benefit) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. For the purposes of this clause, “net pay” is defined as the employee’s regular net take-home wages to ensure that the non-taxable status of Workers’ Compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than if they were working. The term claim will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim.

Additional shifts worked by part-time employees, shift and weekend premiums, and statutory holiday premiums (in accordance with the three (3) arbitration awards listed below) shall be taken into account when calculating “regular net take-home wages”:

- Surrey Memorial Hospital and BCNU; Donald Munroe; April 1, 1996.
- Peace Arch Hospital and BCNU; Mervin Chertkow; December 2, 1997.
- Vancouver Hospital and Health Sciences Centre and BCNU; Donald Munroe; January 28, 1998.

(b) Reimbursement to Employer

The employee shall pay to the Employer any amount received for loss of wages in settlement of any claims.

(c) Benefit Entitlement

When an employee is on a WCB claim all benefits of the Agreement will continue to accrue. However, an employee off work on WCB claim shall receive net wages as defined by (a) above, and benefits equalling but not to exceed their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will accrue statutory holidays and vacation credits. Once the claim exceeds twenty (20) work days, statutory holidays will not accrue.

(d) Approval of Claim

When an employee is granted sick leave with pay and Workers' Compensation leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

(e) Continuation of Employment

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in their former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 21.03.

(f) Sick leave shall be paid for one (1) day or less not covered by the *Workers' Compensation Act*.

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

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

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

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

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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.

If no written report is received by the Employer by the end of the leave of absence without pay explaining the employee's condition, the employee's services shall be terminated.

31.07 Employees with less than one (1) years' service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within seven (7) work days from such an employee explaining their condition, they shall be removed from the payroll.

31.08 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.

31.09 All sick leave credits are cancelled when an employee terminates their employment.

31.10 Cash Pay-Out of Unused Sick Leave Credits

Upon retirement or voluntary leave from the workforce, regular employees who are age fifty-seven (57) or older with ten (10) years or more of continuous service, shall be paid in cash an amount equivalent to forty percent (40%) of unused sick leave hours calculated at the employee's rate of pay at retirement.

31.11 Other Claims

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on their own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

ARTICLE 32 - VACATION

32.01 Vacation Entitlement

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

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

New employees who have not been employed six (6) months prior to July 1st will receive a partial vacation after six (6) months' service based on the total completed calendar months employed to July 1st.

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

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1-4 years' continuous service – 18 work days' vacation
5 years' continuous service – 19 work days' vacation
6 years' continuous service – 20 work days' vacation
7 years' continuous service – 21 work days' vacation
8 years' continuous service – 22 work days' vacation
9 years' continuous service – 23 work days' vacation
10 years' continuous service – 24 work days' vacation
11 years' continuous service – 25 work days' vacation
12 years' continuous service – 26 work days' vacation
13 years' continuous service – 27 work days' vacation
14 years' continuous service – 28 work days' vacation
15 years' continuous service – 29 work days' vacation
16 years' continuous service – 30 work days' vacation
17 years' continuous service – 31 work days' vacation
18 years' continuous service – 32 work days' vacation
19 years' continuous service – 33 work days' vacation
20 years' continuous service – 34 work days' vacation

This provision applies when the qualifying date occurs before July 1st each year.

Notwithstanding the foregoing, effective June 30, 2014, an employee with vacation entitlement in excess of those days listed above shall retain their current annual vacation entitlement.

32.02 Employees will submit vacation requests by March 31 in each year. The Employer will post the approved vacation schedule on or before May 15 in each year.

Employee vacation requests submitted after the March 31 deadline will be considered on a first come first served basis. Once the approved vacation schedule has been posted, it shall only be changed by mutual agreement between the Employer and the affected employee.

32.03 Vacation Period

Vacation earned up to July 1st as indicated in Article 32.01 shall be granted as follows:

Sixty percent (60%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.

Forty percent (40%) of the employees shall be scheduled and granted vacations during the remainder of the year.

The choice of vacation periods shall be granted employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department or where the employee has not exercised their rights by the March 31 deadline.

32.04 Splitting of Vacation Periods

Annual vacations for employees with ten (10) work days' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided, subject to the approval of the Employer, provided that the following shall apply:

1. The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and
2. At least one block of vacation shall be at least five (5) days in duration.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been approved. Seniority shall also prevail in the choice of each subsequent vacation period, but only after each previous vacation period has been approved.

Annual vacations for employees with less than ten (10) work days' vacation shall be granted in one (1) continuous period.

32.05 Vacation Pay

Vacation pay to which an employee is entitled shall be paid to the employee at least one (1) calendar day before the beginning of their vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice. The amount of their vacation pay shall be based on the number of work days of planned absence due to vacation for each vacation period.

32.06 Vacations Non-Accumulative

Vacation time shall not be cumulative from calendar year to calendar year.

32.07 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 32.01.

32.08 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.

32.09 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. All reasonable travel expenses incurred shall be reimbursed to the employee.

32.10 Part-Time Employees

Part-time employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees.

32.11 Vacation Carryover

A maximum of 5 days of vacation may be carried forward from one year to another, that such vacation carryover shall not exceed 5 days at any time.

Employees who wish to carry vacation forward should notify the Employer by February 28th.

ARTICLE 33 – JURY DUTY

33.01 An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being themselves a party to the proceeding), shall continue to receive their regular pay and benefits. The employee shall turn over to the Employer any monies they receive from the court on the days they are normally scheduled to work, providing this does not exceed their regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals.

ARTICLE 34 - PRE-PAID LEAVE PLAN

The Employer agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Act* Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Employer at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month

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period as may be agreed upon by the employee, the Union and the Employer.

- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) year of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All during the four (4) year of salary deferral benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavor to find a temporary replacement for the employee as far in advance as practicable. If the

Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

- (l) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - i. A statement that the employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
 - ii. The period of salary deferral and the period for which the leave is requested.
 - iii. The manner in which the deferred salary is to be held.The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

ARTICLE 35 – MATERNITY AND PARENTAL LEAVE

35.01 Maternity Leave

- (a) Pregnancy shall not constitute cause for dismissal.
- (b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- (c) The period of maternity leave shall commence six (6) weeks

prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

- (d) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least ten (10) weeks prior to the expected date of birth.
- (e) If an employee is unable or incapable of performing their duties prior to the commencement of maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (f) 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.
- (g) An employee is entitled to maternity leave up to seventeen (17) weeks without pay (see also Article 35.03).

35.02 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Article 35.01, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Benefit (SEB) Plan, the maternity leave allowance will consist of:
 - 1) Two (2) weeks at eight-five (85) percent of the employee's basic pay;
 - 2) Fifteen (15) additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eighty-five (85) percent of the employee's basic pay.

Note: For the purpose of Article 35 only, “Basic Pay” is defined as the employee’s earnings based on the rate of pay (in accordance with the applicable wage schedule) and the employee’s regular schedule.

35.03 Adoption / Parental Leave

- (a) Upon written request an employee shall be entitled to adoption/parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 35.01). The leave period may be extended by an additional five (5) weeks where the employee’s claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks or [thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 35.01] parental leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - 1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 35.01 or following the adoption;
 - 2) In the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The “other parent” is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 2.07. Such leave request must be supported by appropriate documentation.

35.04 Parental Leave Allowance

- (a) An employee who qualifies for parental leave pursuant to Article 35.03, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan and subject to leave apportionment pursuant to Article 35.03(b), the parental leave allowance will consist of a maximum of ten (10) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee, and seventy-five percent (75%) of the employee's basic pay.

35.05 Benefits Continuation

- (a) For leaves taken pursuant to Article 35.01 and 35.03, for the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence.
- (b) For the balance of the leaves taken pursuant to Articles 35.01 and 35.03, the Employer shall maintain coverage for medical, extended health, dental, and group life, and shall pay the Employer's share of these premiums.
- (c) Notwithstanding (b) above, should an employee be deemed to have resigned in accordance with Article 35.06 or fail to remain in the employ of the Employer for at least six months after their return to work, the Employer will recover monies paid pursuant to this Article on a pro-rata basis.

35.06 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Article 35.01 and 35.03 commenced unless they advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave pursuant to

Article 35, or if they do not return to work after having given such advice.

35.07 Entitlement Upon Return to Work

- (a) Notwithstanding Article 32 – Vacations, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Article 35.01 and 35.03, providing the employee returns to work as a regular employee for a period of not less than six (6) months. Vacation earned pursuant to this Article may be carried over to the following year notwithstanding Article 32.06.
- (b) Upon return to work, the employee shall continue in their former position without loss of perquisites accumulated up to the date of commencement of the maternity or parental leave of absence without pay and subject to the provisions of Article 34.03.
- (c) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on maternity or parental leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work as a regular employee for a period of not less than six (6) months following the expiration of the subsequent maternity or parental leave.

35.08 Maternity and/or Parental Leave Allowance

- (a) To be entitled to the maternity or parental leave allowances pursuant to Article 35.02 and 35.04, an employee must sign an agreement that they will return and remain in the Employer's employ for a period of at least six (6) months as a regular employee after their return to work.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for a period of six (6) months as a regular employee, the employee shall reimburse the Employer for the maternity or parental leave allowance received under Articles 35.02 and 35.04.

ARTICLE 36 – SPECIAL LEAVE

36.01 Regular employees shall earn special leave credits with pay up to a maximum of ten (10) days (75 hours) at the rate of 3.75 hours for every 150 hours paid.

As special leave credits are used, they shall continue to be earned up to the maximum. Special leave credits may be used for the following purposes:

- (a) Marriage Leave – three (3) days.
- (b) Birth or Adoption of the employee's child – one (1) day.
- (c) Attend to a serious household or domestic emergency – up to two (2) days at one time.
- (d) Leave of two (2) days may be taken for travel (if required) associated with compassionate leave, if travel exceeds 250 km from Parksville.

If a regular full-time or regular part-time employee has not earned sufficient special leave credits, they may request leave of absence without pay.

ARTICLE 37 – HEALTH CARE PLAN

Eligibility for health care plan coverage:

Regular employees shall be eligible for the following benefits:

37.01 Medical Plan

Eligible employees and dependants 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 dependants may do so provided the Medical Plan is agreeable and the extra premium is paid by the employee through payroll deduction.

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Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months' employment.

37.02 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 \$2,750.00 per eligible employee or eligible dependant with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover 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.

37.03 Extended Health Care Plan

- (a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under a mutually acceptable plan carrier. The maximum lifetime amount payable per eligible employee or eligible dependant shall be unlimited.
- (b) There shall be coverage for eye glasses and hearing aids. The allowance for vision care will be \$350.00 every twenty-four (24) months per eligible employee or eligible dependant; the allowance for hearing aids will be \$600.00 every forty-eight (48) months per eligible employee or eligible dependant.

37.04 Group Life Insurance Plan

- (a) The Employer shall provide a mutually acceptable group life insurance plan.

- (b) The plan shall provide \$50,000.00 insurance coverage for post-probationary employees.
- (c) The plan shall include provision for employees to continue the payment of premiums after retirement or termination.
- (d) The plan shall also include coverage for accidental death and dismemberment.
- (e) The plan shall be as provided in the Addendum - Group Life Insurance Plan.
- (f) The Employer shall pay one hundred percent (100%) of the premium.

37.05 Critical Illness Coverage (optional and employee paid)

Employees will be provided with the option to purchase by payroll deduction critical illness insurance coverage. Individual employee coverage is subject to approval by the insurance provider.

ARTICLE 38 - OCCUPATIONAL HEALTH AND SAFETY

38.01 Occupational Health and Safety Committee

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices. The parties also agree to adhere to the *Workers Compensation Act* and related relevant regulations.

38.02 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 Employer and the Union will each appoint no more than two (2) persons to serve on the Committee, unless otherwise mutually agreed.

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

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

Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Occupational Health and Safety Regulations.

The Occupational Health and Safety Committee may use the resources of WorkSafe BC to provide information to the Committee members in relation to their role and responsibilities. The Committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The Committee will foster knowledge and compliance with the Occupational Health and Safety Regulations by all staff.

38.03 The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

38.04 The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

38.05 Aggressive Residents

- (a) When the Employer is aware that a resident has a history of aggressive behaviour the Employer will make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-service and/or instruction in caring for the aggressive resident and on how to respond to resident's aggressive behaviour will be provided by the Employer. The appropriate Occupational Health and Safety Committee will be consulted on the curriculum. The Employer shall make every reasonable effort to ensure that sufficient staffs are present when any treatment or care is provided to such residents.
- (b) Critical incident stress defusing (immediate support)/debriefing (scheduled follow up) shall be made available and be known to employees who have suffered a serious work related, traumatic incident of an unusual nature. Critical incident stress debriefing or appropriate support shall be offered to employees. Appropriate resources will be made available as soon as possible following the incident. Employees attending defusing/debriefing will be given time off from work without loss of pay to attend or be paid at their normal straight-time rate of pay.

38.06 Workload- OH&S Committee

The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the Committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the Committee.

38.07 Employee Workload

The Employer shall ensure that an employee's workload is not unsafe. Where the absence of one or more employees may create an increase in the workload for other employees, the Employer will resolve the matter by:

1. The supervisor will discuss duty priorities with the affected employee(s).
2. Re-assigning work.
3. Utilizing casual employees in accordance with the Collective Agreement.

The prioritizing of duties or the re-assignment of work shall not as a rule result in an 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 also seek remedy by means of the grievance procedure or refer safety related workload concerns to the Occupational Health and Safety Committee for investigation.

38.08 Employee Safety

- (a) 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, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment identified under the Act.
- (b) The Employer shall provide appropriate violence prevention refresher training to employees as required by the Employer. When an employee requests violence prevention refresher training, the Employer shall consider the request and approve such requests where the Employer deems it appropriate based on the needs of the employee and their department or

unit. Such requests shall not be unreasonably refused. Refresher training shall be considered an in-service under Articles 19.01 and 19.02.

- (c) Employees who experience harassment extending from incidents related to resident or visitor at the workplace may complete the internal incident report from which will be copied to the Occupational Health and Safety Committee.
- (d) Biological exposure control plans will be informed by WorkSafe BC and relevant public health guidance or orders. Employers will develop and implement biological exposure control plans based on the precautionary principle, as defined by WorkSafe BC.

38.9 Vaccination and Inoculation

(a) Employee Medical examination, Vaccination and Inoculation

Any employee refusing, without sufficient medical grounds, to take medicals or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time.

- (b) The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infectious diseases among employees.
- (c) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.

38.10 Communicable Diseases

Annual in-service training will be provided for all employees with regards to Infection Protection and Control (IP&C) Guidelines as

set out by Island Health Authority IP&C Guidelines and mandated by Ministry of Health.

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

38.11 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.

38.12 Working Alone or in Isolation

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

38.13 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. The program will include:

- (a) The development of control measures and guidelines regarding violence prevention.

- (b) An annual report of violence prevention activities which will be posted at the worksite.
- (c) Risk assessments and the reporting of them.
- (d) Ongoing employee education and training.

38.14 Respectful Workplace

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

The Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and the users of the health care system regarding expectations and consequences of inappropriate behaviour, aggression and violence.

38.15 Investigation of Accidents

The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. The Committee may investigate the incident jointly, by one (1) representative of the Union and one (1) Employer representative and report to the Union and the Employer on the nature and cause of the accident or injury. Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board. In the event of a fatality, the Employer shall immediately notify the President of the Union or their designate and the Bargaining Committee Chairperson.

38.16 Return to Work Programs

- a) Prior to entry into a return to work program, the Employer, the

employee and the Union designated representative(s) shall discuss the planned program and its duration. The details of the return to work program will be confirmed in writing to the employee and to the Union. The return to work program will be available to WCB claimants, convalescent employees and injured employees.

- b) Participation must include the consent of the employee's physician or other primary rehabilitation medical provider as per WorkSafe BC regulations.
- c) The program will recognize the specific needs of each individual employee who participates. The employee may be supernumerary in a position, full or part-time or casual but will not result in the layoff or reduction of hours for any other employee during the term of the return to work program.
- d) The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is maintained.

e) **Pay and Benefits**

Employees participating in a return to work program for fifteen (15) hours or more per week are entitled to all the benefits of the Agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall be paid in accordance with Article 37 Health Care Plans.

Employees engaged in a return to work program will fall into one of three (3) groups although on occasion an employee may, depending on changed circumstances, move from one group to another. Wage entitlement, when participating in the program, will be consistent with the terms of the Agreement and are outlined as follows:

- i) Employees who have been approved for Leave-Workers' Compensation:

Receive full salary and all benefits pursuant to article 31.

- ii) Employees who are awaiting approval of a WCB claim or who have been granted sick leave and have accumulated sick leave credits:

Receive pay and any premiums for all hours worked in the program and receive sick leave pay for hours not worked until accumulated sick leave credits are exhausted. All benefits continue uninterrupted for the duration of the program.

- iii) Employees who have no accumulated sick leave credits and who have been granted an unpaid sick leave and/or who are awaiting acceptance of a WCB claim:

Receive pay and appropriate premiums for all hours worked in the program. Medical, dental, extended health, group life and Municipal Pension Plan payments are reinstated on commencement of the program and all other benefits are implemented when working fifteen (15) hour or more per week.

- f) An employee's participation in a return to work program will not adversely affect an employee's entitlements with respect to Workers' Compensation.

The period that the employee is involved in a return to work program shall be considered as part of the recovery process and will not be used or referred to by the Employer in any other proceedings.

ARTICLE 39 – ARTICLE HEADINGS

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

This Agreement has been reorganized. Such reorganization shall be as to form only, there being no intention of any alteration to substantive meaning.

ARTICLE 40 – WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

40.01 Wages and Retroactivity

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

40.02 Increment Hours

Increment hours shall be specific to the classification they are earned in, with the following exceptions:

- (a) All hours worked in any of the classifications of housekeeper, laundry and/or dietary aide shall count toward increment progression in those classifications.
- (b) All hours worked in any of the classifications of care aide, scheduling/unit clerk and/or activity aide shall count toward increment progression in those classifications.
- (c) All hours worked in any of the classifications of cook I and/or cook II, shall count toward increment progression in those classifications.

ARTICLE 41 – MUNICIPAL PENSION PLAN

Regular full-time employees, and all other employees who meet the eligibility criteria referenced below, will be enrolled in the Plan.

- (a) Regular full-time employees shall be enrolled in the Municipal Pension Plan upon completion of their probationary period and shall continue in the Plan as a condition of employment.
- (b) Effective June 1, 2014 all regular part-time employees and casual employees who are not currently enrolled, shall be eligible for enrolment in the Municipal Pension Plan in accordance with the provisions of the *Pension Benefits Standards Act* and the Municipal Pension Plan Rules. The Rules currently provide that a person who has completed two years of continuous employment with earnings from an Employer of not less than 35% of the year's maximum

pensionable earnings in each of two consecutive calendar years shall be enrolled in the Plan. This Rule will not apply when an employee covered by this section completes and provides a written waiver to the Employer declining participation in the plan. The waiver will be maintained on the employee's personnel file.

ARTICLE 42 – PAY DAYS

42.01 Employees shall be paid on a bi-weekly basis by direct deposit, subject to the following provisions:

- a) The statements given to employees upon deposit of their pay shall itemize all earnings paid for the pay period, including hours worked and the hourly rate as well as statutory holidays, overtime, vacation, accumulation of sick time and other paid time, and an itemization of all deductions.
- b) When a pay day falls on a non-banking day, the pay shall be deposited prior to the established pay day.
- c) Where an employee identifies a significant error in their pay, the Employer must provide a manual cheque at the employee's request, as soon as reasonably possible.
- d) Any out of pocket expenses incurred by an employee as a result of the payroll error identified by the employee in c), will be reimbursed by the Employer upon submission of evidence by the employee.

ARTICLE 43 – EFFECTIVE AND TERMINATING DATES

43.01 Effective and Terminating Dates

- (i) The Agreement shall be effective the date of ratification and shall remain in force and be binding upon the parties until March 31, 2025 and thereafter until a new Collective Agreement has been reached.
- (ii) The Employer agrees that the terms and conditions set out in the Collective Agreement between the Union and the Employer shall remain in force and effect until a new Collective Agreement comes into effect.

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

ARTICLE 44 – FUTURE LEGISLATION

44.01 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 – CASUAL ENTITLEMENT AND CALL IN PROCEDURE

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

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

45.02

- (a) 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 14.
- (b) A casual employee who is appointed to fill a position under this clause shall not become a regular employee. Upon completion of an assignment a casual employee shall be reverted to the casual list.

(c) Where a job posting is filled by a casual employee under this clause and the casual employee occupies the position for six (6) months or more, they will be entitled to reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health premiums for the period subsequent to the first thirty-one (31) days in the position.

In any event, after the casual employee has filled the position for a period of six (6) months, the casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer:

- Article 37.01 Medical Plan
- Article 37.02 Dental Plan
- Article 37.03 Extended Health Care Plan
 - a) After the casual employee has held the position for six (6) months and the regular incumbent returns to the position, the casual employee shall have the option to remain on the benefits plan above at 100% cost to the employee.

Coverage under this section shall cease when either:

- (i) the regular incumbent returns to the position, or
- (ii) the casual employee is no longer working in the posted position.

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

45.04 Employees called in as casuals will be called in to work in order of seniority provided that they are capable of performing the work being assigned in the department for which they are registered, either Care Department or Support Services Department. A casual employee shall not be registered in more than one (1) department except when the Union and Employer otherwise agree in good faith.

45.05 Casual employees shall accumulate seniority based on the number of hours worked and upon written notification by the Union the number of hours paid for leave for Union business.

45.06 The manner in which casual employees shall be called to work shall be as follows:

(NOTE: This section is not currently in force, see Addendum #1)

- (a) One (1) call shall be of eight (8) rings duration. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the time of vacancy, the job to be done, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, fails to answer or telephone is busy. In the event of a dispute, the Union shall have access to the log books.
- (b) In the event that the casual employee uses a telephone answering machine or a pager, the Employer is obligated to leave a message. If the employee returns the phone call prior to the shift being filled, the employee is entitled to that shift.
- (c) In the event of a busy signal the next employee on the call-in list shall be called.

45.07

- (a) Regular part-time and casual employees shall submit in writing, by the 15th day of each month, their availability for casual work for the following month. The Employer shall only be obliged to call an employee for those days and shifts which the employee has identified as available. An employee who does not provide availability will be placed at the bottom of the call in list for thirty (30) days.
- (b) Casual employees who have not been available for work for three (3) consecutive months may have their employment terminated.
- (c) All hours worked by part-time regular employees accumulate for the purposes of sick leave and all benefits.

(d) A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

45.08 Casual employees who accept an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee. If a casual employee accepts and then cancels two (2) shifts or more for two (2) consecutive pay periods and does not provide the Employer with bona fide reasons for such cancellations the casual employee's name may be moved to the bottom of the casual call-in list for thirty (30) days.

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

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

Within two (2) weeks of each adjustment date the Employer shall send to the Union designate a revised copy of the casual seniority lists.

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

45.11 A casual employee who refuses work opportunities on five (5) consecutive occasions in a thirty (30) day period where they have indicated availability may be terminated. Accepting work with another Employer does not constitute a refusal. The employee may be asked to provide evidence of other employment.

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45.12 Regular employees may transfer to casual status provided that the Employer requires additional casual employees. A laid off regular employee is entitled to register for casual work.

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

45.14 Casual employees shall receive 12.8% of their straight-time pay in lieu of statutory holidays and vacation entitlement.

45.15 A casual employee who has not completed probation and successfully bids into a regular position, shall serve a probationary period pursuant to Article 11 of this Agreement.

45.16 Upon return to work, casual employees will be credited with seniority hours based on their relative position on the casual list while receiving Worker's Compensation benefits.

45.17 When a casual employee is hired into a regular position, their total hours of seniority shall be converted and credited as continuous service for the purposes of Article 32.01 (Vacation Entitlement).

i.e. Their continuous service date shall be back dated from the regular position start date by one week for every 37.5 hours of seniority.

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

45.19 a) Casual employees and part-time employees accruing less than the prescribed number of paid sick days under the Employment Standards Regulation, are entitled to the prescribed number of paid sick days administered in accordance with section 49.1 of the *Employment Standards Act*.

b) This benefit for casual employees and any topped up sick leave for part-time employees does not accrue and will not be paid out or carried over from year to year.

ARTICLE 46 – INDEMNITY

Except where there has been negligence on the part of an employee, the Employer will:

Exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer: and

Assume all costs, legal fees and other expenses arising from such action.

APPENDIX A – WAGE SCHEDULE

CARE DEPT	Current
Activity Aide Adult Day Program	\$25.46
Activity Aide	\$25.46
Activity Aide Program Coordinator	\$27.41
Care Aide	\$25.46
Timekeeper	\$26.25
Scheduler / Unit Clerk	\$25.05
SUPPORT SERVICES DEPT	APR 1, 2021 GWI 2.5%
Cook I	\$23.47
Cook II	\$23.86
Cook IV	\$28.24

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SUPPORT SERVICES DEPT	APR 1, 2021 GWI 2.5%
Dietary Aide	\$19.90
Dietary Aide / Cashier	\$19.90
Food Service Supervisor	\$28.24
Housekeeper Aide	\$20.67
Housekeeper Aide / Floors	\$22.26
Laundry Worker	\$21.44
Maintenance Utility Aide	\$23.03
Maintenance Supervisor	\$34.81

The Dietary Aide and Dietary Aide/Cashier classifications receive wage adjustment(s), resulting in an evening out of the wage rates by April 1, 2021. The agreed adjustments are built into the above wage schedule.

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Effective April 1, 2022, the following classifications are not wage levelled:

Schedule/Unit Clerk

Timekeeper

Cook IV

Food Service Supervisor

Housekeeper Aide/Floors

Maintenance Supervisor

For the classifications not wage levelled as of April 1, 2022 (identified above), a general wage increase of 2% per year will be applied for the life of this contract until such a time the FBA wage catches up with the Arrowsmith Lodge wage rate.

ADDENDUM #1 – 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 at Article 45.06. 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/contracting 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 45.06 (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 is known 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 is known 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 shift or block of shifts within the time limit.
- c) Where a vacancy is known more than 48 hours in advance, the employees shall have 2 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shift or block of shifts within the time limit.
- d) 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 work/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/call records (including texts) and shall be entitled to make copies.

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- vii) 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 above]
 - d) Number for employees to respond to.

**SIGNED ON BEHALF OF
THE UNION:**



Maria Rodríguez
HEU Negotiator

May 18, 2023

DATE SIGNED

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Michael Alkins
CEO, Arrowsmith Lodge

MAY 24 2023

DATE SIGNED

MEMORANDUM OF AGREEMENT #1

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

**ARROWSMITH HEALTH CARE (2011) SOCIETY
(ARROWSMITH LODGE)**

RE: WAGES

Effective April 1, 2022, the following classifications are currently wage levelled and will follow the wage schedule outlined by the FBA. Should the Government of BC terminate wage levelling prior to the expiry of this Collective Agreement, the parties will reopen the Collective Agreement to discuss wage rates only. If the parties are unable to reach an agreement, an arbitrator will be engaged and determine the wage rates that will become binding on both parties.

Activity Aide ADP

Activity Aide

Activity Aide Program Coordinator

Care Aide

Cook I

Cook II

Dietary Aide

Dietary Aide/Cashier

Housekeeping Aide

Laundry Worker

Maintenance Utility Aide

**Arrowsmith Health Care (2011) Society (Arrowsmith Lodge) and
Hospital Employees' Union – April 1, 2022 to March 31, 2025**

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Maria Rodriguez
HEU Negotiator



Michael Aikins
CEO, Arrowsmith Lodge

May 18, 2023

DATE SIGNED

MAY 24 2023

DATE SIGNED


**Arrowsmith Health Care (2011) Society (Arrowsmith Lodge) and
Hospital Employees' Union – April 1, 2022 to March 31, 2025**

**SIGNED ON BEHALF OF
THE UNION:**

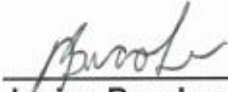
**SIGNED ON BEHALF OF
THE EMPLOYER:**



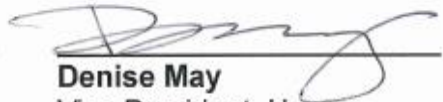
Máire Kirwan
Coordinator of Private Sector




Michael Aikins
CEO, Arrowsmith Lodge



Janine Brooker
Director of Private Sector
Bargaining



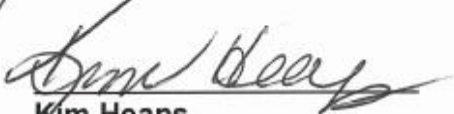
Denise May
Vice President, Human
Resources



Maria Rodriguez
HEU Negotiator



John De Medeiros
Bargaining Team



Kim Heaps
Bargaining Team



Tammy Nicholson
Bargaining Team

MAY 24 2023



DATE SIGNED

DATE SIGNED