

COLLECTIVE AGREEMENT

BETWEEN



HOSPITAL EMPLOYEES' UNION

AND

**WELL BEING SERVICES (TERR) LTD.
TERRACES ON 7TH**

December 1, 2021 – August 31, 2024

Note: underlined text is new language for 2021-2024

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PREAMBLE

WHEREAS the right of the residents to uninterrupted, skillful and efficient attention cannot be questioned, and it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the Employer and its employees;

AND WHEREAS the Union is a trade union formed by and including certain employees of the Employer;

AND WHEREAS the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent or for whom the Union has been recognized as bargaining agent;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1 - NO DISCRIMINATION

1.01 No Discrimination

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

1.02 Harassment

The Employer and the Union recognize the right of employees to work in an environment free from discrimination including sexual harassment.

Harassment, including sexual harassment and bullying, is

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

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

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

1.04 Complaints Investigation

- a) The employee who complains of harassment under the provisions of the *Human Rights Code* may file a grievance or human rights complaint.
- b) The Employer, the employees and the Union agree that where there is a complaint under this Article that could be adequately remedied in a single forum, no multiple forum complaints shall be filed.
- c) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence.
- d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

ARTICLE 2 - EXCLUSIVE BARGAINING AGENT

2.01 Sole Bargaining Agent

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

2.02 Union Shop

All employees who are covered by the Union's Certificate of Bargaining Authority or for whom the Union has been recognized as bargaining agent shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first pay period of each month 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 8.04 - Grievance Procedure

Article 8.05 - Dismissal/Suspension for Alleged Cause

2.03 Union Check-Off

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

The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer on or

***Well Being Services (TERR) Ltd. – Terraces on 7th / Hospital
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before the fifteenth (15th) of the month following the month in which such deductions are made.

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

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority, or for whom the Union has been recognized as bargaining agent in accordance with the provisions of Article 2.02 - Union Shop

The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes, which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.

Twice every calendar year, in January and July, the Employer shall provide to both the Chief Shop Steward and the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, addresses, personal emails and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel to memberupdates@heu.org, and shall be provided securely in a fashion mutually agreeable to both Parties.

2.04 Induction

The Employer shall provide a copy of this agreement to newly hired employees within the first thirty (30) days of employment and shall introduce newly hired employees to a Union Shop Steward in the workplace. The Employer shall schedule up to fifteen minutes (15) when the Union designated Shop Steward or other representative of the Union may talk privately to the new employee, during the working hours of both employees. The new employee and the shop Steward will not have wages or benefits deducted during this time.

2.05 Shop Stewards

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

- a) Shop Stewards may be appointed by the Union on the basis of two (2) Shop Stewards plus alternates.
- b) The Employer is to be kept advised of all Shop Steward appointments.
- c) 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.
- d) Union business may only be transacted on the Employer's property and/or during business hours with the prior approval of the Employer. Approval shall not be unreasonably denied. When the absence of a Shop Steward or Union Committee member would unduly interfere with the proper operation of the Employer's business, then such Shop Steward or Union committee may be refused leave of absence to transact Union business. In such cases, the Employer shall arrange an alternative time for the Shop Steward or Union representative to conduct Union business during normal work hours.
- e) The Employer recognizes the need of the Union to meet with a member and have a confidential conversation, and will allow the Union to reserve an available room for such conversation.

ARTICLE 3 - DEFINITIONS

3.01 Gender Neutral and Singular/Plural

This agreement is intended to be gender neutral and is to be interpreted on that basis where the context permits. Whenever the singular or plural is used in this agreement, it shall be construed as meaning the singular or plural where the context permits.

3.02 Common Law Spouse

- a) A spouse by marriage or under any other formal union recognized by law, or
- b) A partner (same sex or opposite sex) represented as a spouse for at least the last twelve (12) months.

An employee may not have as a spouse more than one person at a time.

3.03 Bargaining Unit

Is the unit for collective bargaining described in the certificate issued by the Labour Relations Board.

3.04 Union

Is defined as the Secretary-Business Manager of the Hospital Employees' Union or designated Servicing Representative.

3.05 Basic Rate of Pay

Means the rate of pay negotiated by the parties to this Agreement, as specified in the wage grid.

3.06 Continuous Service

Means employment with the Employer uninterrupted by termination.

3.07 Day, Week, Month, Year

Means a calendar day, week, month, and year unless otherwise specified in this Agreement.

3.08 Employer

Is the Employer described in the certificate issued by the Labour Relations Board.

3.09 Rest Period

Means a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.

3.10 Probationary Employee

An employee who is hired and who has not yet successfully completed their probationary period.

3.11 Casual Employee

An employee who is not regularly scheduled to work but is employed to relieve vacancies or to perform emergency or non-reoccurring or irregular short-term relief work as required by the Employer.

3.12 Full-Time Employee

An employee regularly scheduled to work an average of thirty-five (35) to thirty-seven-point-five (37.5) hours per week on a continuing basis.

3.13 Part-Time Employee

An employee who is regularly scheduled to work less than an average of thirty-five (35) hours per week on a continuing basis.

3.14 Emergency

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

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to operate and manage its business in all respects. The right to hire, manage the

working force and to maintain order and efficiency is the exclusive responsibility of the Management, provided there is no conflict with the terms of this Agreement. The right to promote and the right to discipline and discharge for cause are likewise the exclusive responsibility of the Management provided that these claims shall be subject to the grievance procedure herein provided.

ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION

The nature of work 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 6 - LEGAL PICKET LINE

6.01 Strikes or Lockouts

There shall be no strikes or lockouts of any kind so long as this agreement continues to operate.

6.02 Legal Picket Lines

Refusal to cross or to work behind a picket line that is legally established pursuant to the *Labour Relations Code* of B.C. shall not constitute cause for discipline or dismissal provided such refusal does not affect the maintenance of essential service levels. A refusal to cross a picket line that affects the maintenance of essential service levels shall be a disciplinary offence attracting discipline up to and including discharge. An employee who refuses to cross or work behind a picket line pursuant to this article shall be considered to be absent without pay.

ARTICLE 7 - LABOUR/MANAGEMENT COMMITTEE

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

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

- 1) reviewing matters related to the maintenance of good relations between the parties;
- 2) correcting conditions causing misunderstandings;
- 3) dealing with matters referred to in this Agreement;
- 4) Discussing the quality of resident services and making recommendations to improve resident services;

7.02 The Labour Management Committee shall consist of:

- i) up to two (2) representatives of the Union
- ii) up to three (3) representatives of the Employer

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

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

Agreement reached at Labour Management meetings must be signed and approved by both the Union Servicing Representative and Employer within five (5) workdays of the servicing representative receiving the minutes.

7.03 The committee meeting shall normally be held every second month however, either party may call a meeting of the Joint Labour Management Committee. The meeting shall be held at a time and place fixed by mutual agreement but no later than fourteen (14) calendar days after the initial request, unless mutually agreed. Attendance at meetings of the committee shall be without loss of pay, or at straight time wages.

7.04 The employee members of the Committee shall be granted leave without loss of pay or receive straight time wages while attending meetings of the committee.

ARTICLE 8 - GRIEVANCE PROCEDURE

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

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

8.02 Grievance Investigation

A shop steward or a Union Committee member shall obtain permission of their immediate supervisor who is outside of the bargaining unit prior to leaving their work duties to undertake their Union responsibilities. Such permission will not be unreasonably withheld where operational requirements permit. This time shall be without loss of pay.

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

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

8.03 No meeting shall take place between the Employer and an employee, where disciplinary action is to be taken or where the Employer is investigating whether disciplinary action should be taken, without the Employer advising the employee that they have the right to representation by a Shop Steward. Where the Employer fails to so advise the employee, any disciplinary action taken with respect to such meeting shall be rendered null and void.

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

Step 1:

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

Step 2:

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

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

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

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

Step 3:

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

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

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

8.05 Dismissal/Suspension for Alleged Cause

Within five (5) calendar days of notice of the dismissal or suspension, the Employer shall notify the HEU office at which the HEU servicing representative works from of such notice.

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to submit a grievance to the Manager at Step 3 of the grievance procedure.

8.06 General/Policy Grievance

Grievances of a general/policy nature may be initiated by either the Employer or the Union at Step 3 of the grievance procedure

outlined in Article 8.04 no later than fourteen (14) days of becoming aware of the issue giving rise to the grievance.

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

8.08 Time Limits

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

8.09 Right To Grieve Disciplinary Action

Employees have the right to grieve disciplinary action taken against them. An employee shall be given a copy of any documentation placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any such document other than official evaluation reports shall be removed from the employees' file after the expiration of eighteen (18) months from the date it was issued provided there has not been further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

While a letter of expectation is non-disciplinary and may not be relied upon as discipline, upon written requests by the employee. The Employer will remove a letter of expectation from an employees' personnel files, after eighteen (18) months have expired from the date such document was placed in the employees personnel file, provided there have been no other

documents of a similar nature placed in the employee’s file during such period.

8.10 Industry Troubleshooter Process

The parties agree to the inclusion of an Industry Troubleshooter process during this Collective Agreement, as follows:

- The Parties may refer to an Industry Troubleshooter by mutual agreement.
- Any differences arising between the Parties relating to the interpretation, application or administration of this Agreement may be referred to an Industry Troubleshooter.

Industry Troubleshooters include:

- Chris Sullivan
- Irene Holden
- Ken Saunders
- Paula Butler
- or a substitute agreed to by the Parties.

The Industry Troubleshooter will:

- a) Investigate the difference;
 - b) Define the issue(s) in the difference;
 - c) Make written recommendations to resolve the difference.
- The Industry Troubleshooter will complete the above in ten (10) days of receipt of the written request; or a mutually agreed timeline.
 - During the time of the Industry Troubleshooter’s involvement, time does not run in respect of the grievance procedure.
 - Decisions of the Industry Troubleshooter:
All decisions of the Industry Troubleshooter shall be non-binding and limited in application to that particular dispute and are without prejudice. The decisions shall have no precedential value.
 - The Parties shall jointly bear the cost of the Industry Troubleshooter.

ARTICLE 9 - EXPEDITED ARBITRATION

By mutual agreement, the parties may refer a grievance to Expedited Arbitration.

- (1) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (2) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (3) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (4) All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (5) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
- (6) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (7) All settlements of proposed expedited arbitrations cases made prior to hearing shall be without prejudice.
- (8) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (9) In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below:
 - Chris Sullivan
 - Dalton Larson
 - Dave McPhillips
 - Elaine Doyle
 - Julie Nichols
 - John Hall
 - Ken Saunders
- (10) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.

(11) Neither party will appeal the decision of the Arbitrator.

ARTICLE 10 - ARBITRATION

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

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

- Chris Sullivan
- Dalton Larson
- Dave McPhillips
- Elaine Doyle
- Julie Nichols
- John Hall
- Ken Saunders

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

10.04 The arbitrator shall have no authority to alter, modify, add to, subtract from, or amend any part of the agreement.

10.05 The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 11 - 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 8.04 - 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.

ARTICLE 12 - PROBATIONARY PERIOD

12.01 For the first three (3) calendar months of continuous full-time service with the Employer, an employee shall be a probationary employee. Part-time and casual employees will serve a probationary period of four-hundred-and-fifty (450) hours worked.

Midway through the probation period the Employer will meet with the employee to conduct an interim performance rating to discuss the employee’s progress and any of their concerns. The Employer will advise the probationary employee with the Union of any performance deficiencies throughout the probationary period.

Following prior notification to the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given to the employee and Union outlining the need for such extension. During the probationary period, an employee may be terminated. The test for rejection will be the test of suitability of the probationary employee for continued employment in the position to which they have been appointed provided the

factors involved in suitability could reasonably be expected to affect work performance.

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

12.03

- (a) Employee shall receive an orientation as outlined by Employer policy commensurate with the skills and experience of the individual employee.
- (b) Employees shall not be working independently until the orientation check list is completed by the Employer or their designate.

ARTICLE 13 - PERSONNEL FILES

13.01 Personnel File

- (a) An employee, or the Secretary-Business Manager of the Union, or their designated representative, with the written authority of the employee, shall be entitled to review the employee's personnel file in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference. A copy of the file will be provided upon request to the employee or Union representative.
- (b) No document of a disciplinary nature shall be placed on the employee's personnel file without their knowledge.
- (c) The employee or the Secretary-Business Manager of the Union, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.
- (d) 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 (including the provision of employment references to other Employers) and/or for the purposes of the proper application of the Agreement.

(e) Any document other than official evaluation reports shall be removed from the employees file after the expiration of eighteen months from the date it was issued provided there has not been a further infraction of the same nature.

13.02 Evaluation Reports

The parties agree that evaluation reports are an important part of employee success and satisfaction in their job.

Employees will participate fully in the process. Employees shall be given an opportunity to review a copy of the appraisal away from the worksite and will be provided with an area on the appraisal to note their comments of the content of the review.

The employee shall, within seven (7) days of the appraisal meeting, indicate on the form that they agree or do not agree with the appraisal. The employee shall have three (3) calendar days from the time of signing in disagreement to the evaluation to submit a grievance on the content of the appraisal.

An employee shall have access to their performance appraisal, and may receive a printed copy if requested. All final employee performance appraisals, including the employees' feedback, shall form part of the employee's permanent record.

ARTICLE 14 - SENIORITY

14.01 Promotion, Transfer, Demotion, Release

The successful candidate for a posting vacancy will be selected in accordance with the following criteria:

- (a) Skills and Abilities.
- (b) Required Qualifications
- (c) Past Performance, including initiative and competencies

Where two or more employees are relatively equal for a position, seniority will be the deciding factor. Employees will be considered

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

14.02 Qualifying Period

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

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 prerequisites on the same basis as outlined in paragraph (b) of this Section.

- (c) If the Employer or Employee exercises their right in (b) or (c) above, the Employer shall repost the position.

14.03 Temporary Promotion or Transfer

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

14.04 Supervisory or Military Service

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

14.05 Seniority Dates

Four times each year, the Employer will post on the Union bulletin board a seniority list covering all employees. The seniority list shall be revised and updated every three (3) months. The list shall be posted no later than fifteen (15) days following March 31, June 30, September 30 and December 31.

Such seniority hours and dates shall be subject to correction for error on proper representation by the Union no later than thirty (30) days following the posting of the list.

Following this period the list shall be deemed accurate. Correction to the list shall be shown on the next posting date.

ARTICLE 15 - JOB POSTINGS & APPLICATIONS

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

15.02 Vacancy means a position, which the Employer requires to be filled, and, at the time of the commencement of the vacancy, is of a known duration of 30 days or more. In any event, a temporary position must be posted when it exceeds 60 calendar days. A regular employee may not bid on more than three (3) temporary positions in a year unless it would provide an increase in rate of

pay and/or full-time equivalent (FTE).

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

15.04 The Employer reserves the right to determine if a vacancy exists.

15.05 An electronic copy of all postings shall be sent to the local of the Union within the aforementioned seven (7) calendar days.

15.06 The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy of new job was posted.

15.07 Float Pool

The parties agree it may be operationally more efficient and cost effective to utilize regular status float positions for relief work as set out in the Casual Employees Addendum.

- a) The Employer may, at its sole discretion, establish float positions. Any such positions shall be posted according to Article 11.
- b) Float pool employees shall be utilized only to relieve positions occupied by regular employees. However, where no such work is available, employees in float pool positions shall be utilized productively.
- c) The rate of pay shall be according to the job classification the Float position is covering.
- d) An employee accepting a Float position must be willing and able to work in a variety of positions and shifts according to operational needs, and may be pre-scheduled to fill vacancies or scheduled as they occur.

- e) Float pool employees are entitled to all the provisions of this agreement except, it is understood that start and stop times may vary, therefore this position(s) will be exempt from Article 16.01 (a)(i) and (ii), (b), (c), and (d) – Scheduling Provisions.

ARTICLE 16 - JOB DESCRIPTIONS

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

The said job description shall be provided in writing to the Secretary Business Manager or designate, the Local Chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days.

Where the Union objects, it shall provide details of its objection which shall be generally limited to whether:

- a) The job description accurately describes the type of duties, level of responsibilities;
- b) The job is properly remunerated in relation to the existing wage schedule; and
- c) Any qualifications established for the job are relevant and reasonable.

Where necessary the Employer will meet to review the change with the Union and consider input and alternatives proposed by the Union. This review shall not delay implementation of the change.

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.

16.02 Each employee shall be provided with a copy of the summary description for their classification upon request.

16.03

- (a) In the case of a newly created classification, or where an existing classification is significantly changed to the extent that it becomes a new classification, the Employer will draft a new description and meet with the Union to discuss an appropriate wage rate.
- (b) If an employee considers there has been a significant change to their classification, the employee may initiate a grievance in accordance with Article 8. The parties will meet at Step 3 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 relationship of the new classification to existing classifications in the bargaining unit.
- (c) Any decision to adjust the wage rate in 16.03 (a) or (b) either by the parties or the Board shall be retroactive to the date the complaint was filed.

ARTICLE 17 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

- (a) In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position they are relieving for any and all hours worked in the higher rated position.
- (b) In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

ARTICLE 18 - ADJUSTMENT PLAN

Where Well Being Seniors Services Ltd. introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant

number of employees to whom this Collective Agreement applies, notice will be given in accordance with Section 54 of the *Labour Relations Code*.

ARTICLE 19 - LAYOFF AND RECALL

19.01 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 21 days prior to the measure being implemented. The purpose is to discuss the relevant factors related to the layoff. The Employer will provide a current seniority list to the Union upon a layoff.

19.02 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.

19.03

- (a) A layoff shall be defined as a cessation of employment, or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer. Any reduction in hours of seven percent (7%) or more in a week, or that results in a change in status, or in the elimination of health and welfare benefits shall be considered a layoff and may, at the employee's option, trigger bumping rights as per Article 19.05.
- (b) Where hours are being reduced (not increased) an employee has the option to accept the reduction in hours with no layoff triggered.

19.04 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.

- i) after three (3) continuous months of employment – one (1) week notice.

- ii) after twelve (12) continuous months of employment – two (2) weeks' notice.
- iii) after three (3) continuous years – three (3) weeks' notice, plus one weeks' notice for each additional year of employment to a maximum of 8 weeks.

19.05 Concurrent with notice of layoff, the Employer shall provide the affected employees a list, of, positions available for bumping, including the current incumbent's name, seniority, classification, work area, hours of work, and shift rotation (including days off). Bumping rights must be exercised within seven (7) calendar days of the notification of layoff and options by providing written notice to the General Manager or their designate.

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

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

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

19.07 Laid off regular employees on recall shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the ability and qualifications to perform the duties of the posted vacancy following a normal orientation period, on the basis of seniority. Employees on recall shall be entitled to pick up relief shifts as per the Casual Addendum, or transfer to casual employee status.

Employees on recall may apply for any posted position and shall be awarded the position provided they possess the ability and qualifications to perform the job and are the senior applicant. The Employer will email a copy of each job posting to employees on the recall list. Employees have the sole responsibility to ensure the Employer is given their current email address. At the end of the recall period, an employee has the right to become a casual employee and be placed on a casual registry with their seniority.

19.08 Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, an electronic copy of such notice shall be sent to the Chief Shop Steward of the Local and the Union Representative.

19.09 In the event of closure, the Employer agrees to give all staff a minimum of sixty (60) days' notice.

ARTICLE 20 - SCHEDULING PROVISIONS

- 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) 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.

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 22.

If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall

be waived for all employees affected by the granting of such a request provided they are in agreement.

- c) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, 48 hours' notice in writing is given and provided that there is no increase in cost to the Employer.
- d) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 22. Notice of the change shall be confirmed in writing as soon as possible.
- e) Regular employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.
- f) Regular schedules shall not include more than 5 consecutive shifts with two consecutive days off.

ARTICLE 21 - HOURS OF WORK

21.01 Continuous Operation

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

The work week is determined by the specific schedule for the line and/or rotation.

21.02 Hours of Work

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of mealtimes, shall be thirty-seven-point-five (37.5) hours per week, 7.5 hours per day, or an equivalent mutually agreed by the parties.

Regular employees scheduled seven-and-one-half (7.5) hours per day with a four (4) on two (2) off rotation, shall be considered regular full-time employees.

- (b) Employees who are scheduled to be on call during a meal period, or who are required to remain in the facility, shall be paid for a full shift with the meal period being included within such shift.

21.03 Rest and Meal Periods

Rest Periods:

Employees working a full shift shall receive two (2) fifteen (15) minute rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

Meal Periods:

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

21.04 Split Shifts

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

ARTICLE 22 - OVERTIME

22.01 Overtime shall be paid at the rate of time-and-a-half for all hours worked beyond seven-and-one-half (7.5) hours in a day, and double-time for hours worked beyond eleven (11) hours in a day.

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

Calculation of daily overtime entitlement is separate from weekly overtime entitlement.

An employee who has not had thirty-two (32) consecutive hours free from work in a seven (7) day period shall be paid overtime in accordance with Section 36 of the *Employment Standards Act*.

22.02 Overtime hours of four (4) hours or more will be offered to employees by seniority only if:

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

Employees who have not been available for overtime work for three (3) consecutive months may be removed from the overtime list for a period of three (3) months before they may request reinstatement. The Employer will send a letter to the employee informing the employee of their removal from the list.

Employees may apply to be added to the list in three months after removal.

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

22.03 Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

22.04 An employee who works overtime on a statutory holiday must be paid for that day:

- (a) 1½ times the rate outlined in Article 26.02 for the time worked up to 11 hours,
- (b) double the rate outlined in Article 26.02 for any time worked over 11 hours, and
- (c) an average day's pay as determined by using the formula in section 45(1) of the *Employment Standards Act*.

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

22.06 An employee who works three (3) hours of overtime immediately before or following their scheduled hours of work shall receive a meal or, and only if food is not available an allowance of twelve dollars (\$12) from the Employer. In the event of religious, dietary requirements or personal preference that make the food unacceptable, the employee retains the option to receive the allowance.

One-half (1/2) hour with pay shall be allowed the employee in order that they may take a meal break.

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

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

22.07 When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime, except in cases of emergency or urgent need, including if no other employee with the ability to perform the work is available. Employer determined need will be paid at double-time. Only in cases of emergency or urgent need, as defined above, may an employee be required to work overtime.

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

22.08 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 workday of a full-time employee.

22.09 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 work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal workdays in the workweek of a full-time employee.

22.10 An employee required to work overtime shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours that fall short of eight clear hours.

ARTICLE 23 - CALL IN STATUTORY REQUIREMENT

Any employee 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 24 - PREMIUMS

The parties agree that where two shift premiums apply concurrently, the Employer will pay the higher premium of the two.

Front Desk

Where an employee works the front desk on night shift, the following premiums will be paid over and above the employee's base job class rate.

***Well Being Services (TERR) Ltd. – Terraces on 7th / Hospital
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The night shift premium shall be one dollar (\$1) per hour, payable for shifts in which the major portion is worked during the daily time period from midnight to 8 a.m.

Cooks Premium

Where an employee works the following shifts, the following premiums will be paid over and above the employee's base job class rate:

- \$1.79 from 11:30 am to 7:30 p.m.
- \$1.79 from 9 a.m. to 5 pm on Saturday and Sunday
- \$2.50 when designated in charge

LPN Team Lead Premium

- (a) When all attempts by the Employer to have an RN on shift, onsite (including management RNs) have failed, and the Employer requires an LPN to assume a Team Lead role, a premium of \$3.25 per hour shall be paid.
- (b) LPN Team Leads shall be appointed by the Employer, but an employee must agree before being assigned the Team Lead responsibilities.
- (c) The Team Lead premium shall be in addition to any shift premium but not to be included in the calculation of overtime or any benefit coverage or costs.

Night Shift Premium

Where an employee works night shift, the following premiums will be paid over and above the employee's base job class rate. Premiums are not used to compound the computation of overtime rates of pay.

The night shift premium shall be one-dollar-and-fifty cents (\$1.50) per hour, payable for shifts in which the major portion is worked during the daily time period from 2300 hours (11:00 p.m.) to 0700 hours (7:00 a.m.).

Evening Shift Premium

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

In this section “evening shift” means any shift in which the major portion occurs between 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours).

Weekend Shift Premiums

- a) The weekend shift premium shall be seventy-five cents (\$0.75) per hour.
- b) The weekend shift premium for RN shall be one dollar (\$1) per hour.
- c) The weekend premium is paid for each hour worked between 11:00 p.m. Friday and 11:00 p.m. Sunday except for those beginning work at midnight, who are paid the premium for each hour worked between midnight Friday and midnight Sunday.

On-Call Differential

Employees required to be on-call shall be paid an on-call differential of two-dollars-and-twenty-five cents (\$2.25) per hour, or portion thereof.

If called in or required to provide a service via the phone, overtime shall be applicable as per Article 22 at a minimum of two (2) hours.

The minimum on-call requirement shall be four (4) consecutive hours.

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

ARTICLE 25 - TRANSPORTATION

Employees will not be required to use their own motor vehicle to conduct business of the Employer, however in cases where an

employee agrees to use a personal vehicle; an allowance of \$0.55/km will be paid with a minimum of \$5.

ARTICLE 26 - STATUTORY HOLIDAYS

26.01

(a) Statutory Holidays

Employees will be entitled to twelve (12) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments.

New Year’s Day

Family Day

Good Friday

Victoria Day

Canada Day

B.C. Day

Labour Day

National Day for Truth and

Reconciliation

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

(b) Statutory Holiday Pay

Regular full-time employees shall receive a paid day off in lieu of each statutory holiday indicated above.

Part-time and casual employees shall be paid 4.8% statutory holiday pay in each pay period. This amount shall be based on the employee’s straight time earnings.

An employee’s pay for a statutory or other paid holiday will be reflected on the pay cycle most closely associated with that statutory or paid holiday.

26.02 Employees who are required to work on a statutory holiday shall be paid one-and-a-half times (1.5 x) their rate of pay for hours worked. There will be no further compensation or paid day off in lieu as the employee has been paid 4.8% statutory holiday pay in each pay period per Article 26.01 (b).

26.03 The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting, subject to operational requirements.

ARTICLE 27 - ANNUAL VACATIONS

27.01 Vacation Accruals

The vacation earning/accrual year shall be from the first pay period in July to the last pay period in June each year, and the vacation year shall be January 1st to December 31st.

- i. Regular employees who have been regular status at least twelve (12) months prior to the first pay period in July shall receive vacation time based on continuous service to the first pay period in July.
- ii. Regular employees who have not been regular status twelve (12) months prior to the first pay period in July shall receive a partial vacation after six (6) months as a regular employee based on continuous service to the first pay period in July.

27.02 Vacation Entitlement

Employees with less than one (1) year of continuous service that leave the service of the Employer shall be entitled to a payout of vacation based on ten (10) workdays (4%) vacation entitlement.

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

- i) 1 year to 4 years continuous service – 15 workdays' vacation (regular employees shall be entitled to a vacation period of 15 working days, equivalent to 6% of accrual year hours, excluding over-time).
- ii) 5 years to 9 years continuous service – 20 workdays' vacation (regular employees shall be entitled to a vacation period of 20 working days, equivalent to 8% of accrual year hours, excluding over-time).

- iii) 10 years to 14 years continuous service – 22 workdays' vacation (regular employees shall be entitled to a vacation period of 22 working days, equivalent to 8.8% of accrual year hours, excluding over-time).
- iv) After 15 years continuous service – 25 workdays' vacation (regular employees shall be entitled to a vacation period of 25 working days, equivalent to 10% of accrual year hours, excluding over-time).

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

Note: No current employee (as at date of ratification) shall have their vacation reduced, or receive retroactivity accruals, as a result of the above changed entitlements.

Vacation entitlements taken in December of any year may carry over into January of the following year provided there is no break in the vacation period request.

27.03 Regular employees become eligible for paid vacation leave once they have completed six (6) months of continuous service with the Employer.

27.04 Vacation Requests

- (a) Employees shall submit their vacation requests in writing by February 15th of each year. The Employer shall respond in writing to employee requests by March 31st of the same year.
- (b) Every attempt shall be made to accommodate each employee's first choice, in accordance with employee requests and operational requirements. Where employee choices conflict, seniority shall be the deciding factor.
- (c) Vacation must be awarded in one-week blocks when requested by an employee.
- (d) Approvals for vacation requests submitted outside of the times stated above shall be done on a first come first serve basis subject to operational requirements.

27.05 Splitting of Vacation Periods

Annual vacations for employees with ten (10) workdays' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided into not more than four (4) periods subject to the approval of the Employer.

The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period when they have requested their vacation period by February 15 of each year.

27.06 Vacation Pay

Vacation pay shall be paid to all regular employees in accordance with the regular payroll schedule.

27.07 Any vacations taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.

27.08 Vacation Carry Over

Employees shall be permitted to carry a maximum of five (5) vacation days from one year to the next provided the employee has taken the minimum vacation described below:

- Employees with one (1) year or more of employment service must take at least ten (10) days of vacation in the current vacation year.
- Employees with five (5) years or more of employment service must take at least fifteen (15) days of vacation in the current vacation year.

Vacation days carried over must be scheduled by June 30th and taken by December 31st of the year following the year in which the days were earned.

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

ARTICLE 28 - BEREAVEMENT LEAVE

28.01 Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent, spouse/partner, child/step child, brother, sister, miscarriage/stillborn child, grandparent or grandchild, in-laws and any person who lives with an employee as a member of the employees family.

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

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

An additional unpaid leave of two (2) days may be taken for travel associated with bereavement leave.

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

28.02 Compassionate Care Leave

Family member means:

A member of an employee's immediate family, as defined in the *Employment Insurance Act*.

An employee who requests leave under this article is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with significant risk of death within 26 weeks, or such other period as may be prescribed, after:

- a. The date the certificate is issued, or
- b. If the leave began before the date of the certificate is issued, the date the leave began.

The employee must give the Employer a copy of the certificate as soon as practicable.

An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.

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

- a. The family member dies;
- b. The expiration of 26 weeks or other prescribed period from the date the leave began.

A leave taken under this section must be taken in units of one or more weeks.

If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee make take a

further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) to the further leave.

ARTICLE 29 - SICK LEAVE, WCB, RETURN TO WORK

29.01 Regular employees who have completed their probationary period shall be entitled to nine (9) days sick leave per year, accrued at the rate of 0.75 days per month to a maximum bank of 29 days (210 hours). Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date.

Sick leave will be paid at 100%. There is no pay out of sick leave banks.

29.02 Where medical and/or dental appointments cannot be scheduled outside the employees working hours, sick leave with pay shall be granted, provide the employee has applied for the time off in advance.

In order to be entitled to pay for sick leave, the Employer may request satisfactory proof of illness.

29.03 With the exception of proof of illness, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities prior to returning to work, the assessment will be at the Employer's expense.

Benefits are not payable when an employee is:

- Whose illness or injury results from war or active participation in a riot or a disturbance of the public order,
- Who is ill or injured as a result of committing a criminal offence,
- Who is engaged in employment for wage or profit.

29.04 No application for sick pay is required when calling in sick provided there is accumulated sick hours in the employees sick bank.

29.05 When an employee is on Employer paid sick leave, all benefits contained in this Agreement will continue to accrue.

Following the expiration of Employer paid sick leave, employees will be placed on an unpaid leave of absence until such time as they return to work or are deemed permanently unable to return to work.

29.06 Regular employees transferring to casual status shall have their sick leave bank frozen and inaccessible while their status remains as a casual employee. The frozen sick credits shall be eliminated if the casual employee has not returned to regular status within twelve (12) months of leaving their regular position. All sick leave credits are cancelled when an employee's employment is terminated.

29.07 WorkSafe BC

Leave with pay shall be granted for the one (1) day or less not covered by the Workers' Compensation Act when an accident or illness arises in or out of the course of employment.

29.08 Employee to Contact Employer

Employees who are absent from work due to illness or injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

29.09 Return to Work Programs

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

- part of a continuum of injury prevention and rehabilitation.
- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.
 - (c) Return to Work programs will be part of an approved rehabilitation plan.
 - (d) Return to work plans will be in writing with copies sent to the employee and the Union Representative.

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

29.10 Employment Standards (Sick Leave)

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*. 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.

29.11 Integration With Other Disability Income

Sick leave benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive sick leave benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay.

Any plan benefits the Employer covers will be returned to the employee's sick bank.

ARTICLE 30 - EDUCATION LEAVE

30.01 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 (including medication certification, Food Safe, and Serve it Right). The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

30.02 In-Service Education

The parties recognize the value of in-service both to the employee and the Employer and shall encourage employees to participate in in-service. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

Should the Employer mandate in-service or meetings on an employees' off hours, such pay will be at a minimum of two (2) hours pay.

ARTICLE 31 - LEAVE – UNPAID

31.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the Site Supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests subject to operational requirements. Notice of the Employer's decision shall be given in writing as soon as possible.

31.02 Unpaid Leave Affecting Seniority and Benefits

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

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 (vacation and sick leave) from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave, but shall accumulate seniority for the first eighty (80) working days of any unpaid leave. Employees shall receive credit for previously earned benefits/accruals upon expiration of the unpaid leave.

Employees may opt to retain Health and Welfare benefit coverage on a leave exceeding twenty (20) days. Said coverage will be at the employee's expense. An employee on a unpaid leave exceeding two (2) months must provide the Employer with postdated cheque(s) for the premium cost prior to the commencement of the leave. Payment of benefit premiums shall be prorated for partial months. Employees' on Maternity, Parental and Adoption Leaves are exempt from this provision.

Employees on WCB, and employees on ICBC reimbursed leaves and other leave that would be covered by the *Employment Standards Act*, seniority shall be considered continuous.

Employees on ICBC reimbursed leaves and any other leave that would be covered by the *Employment Standards Act*, vacation shall be considered continuous.

31.03 Unpaid Leave After Three Years of Service

For every three years of continuous service, a regular employee may request, in writing, an extended leave of absence, giving the longest possible advance notice, with a minimum of two calendar weeks' notice. The duration of the leave of absence shall not

exceed one calendar year.

Every reasonable effort shall be made to comply with such requests providing that replacement to ensure proper operation on the Employer's business can be found.

Leave of absence will not be granted for an employee to work full-time for another Employer.

31.04 Unpaid Leave - Union Business

- a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.
- b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations and promotions.
- c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.

- d) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for all wage and benefit costs involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- e) i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence without pay to attend the regular meetings of such Executive.
 - ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

31.05 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 there 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.

31.06 Family Responsibility Leave

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

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

31.07 Employees may request to attend to an urgent or emergency domestic circumstance. Where such leave is granted,

it shall be without pay and the employee will not be required to take their pre-scheduled vacation leave.

Such leave will not be unreasonably withheld.

31.08 Gender Transition Leave

The parties agree that an employee undergoing gender transition is entitled to access the relevant provisions of the Collective Agreement according to their individual transition requirements.

31.09 Canadian Armed Forces Reservist Leave

Regular employees who are deployed into active service with the Canadian Armed Forces, shall be granted a leave of absence without pay in accordance with the *BC Employment Standards Act*. The employee(s) will be eligible for continued coverage under the benefit plan as per Article 31.02. If the employee is deployed during a declared state of emergency, a leave of absence without pay must be granted. An employee has the option to use banked time to cover their unpaid leave of absence.

31.10 Emergency Responder Leave

Employees who are volunteer firefighters, auxiliary/reserve police, or a member of a local search and rescue organization, who are deployed on an emergency basis by the appropriate authority, shall be granted a leave of absence without pay for the duration of said deployment. The employee(s) will be eligible for continued coverage under the benefit plan as per Article 31.02. An employee has the option to use banked time to cover their unpaid leave of absence. In all circumstances the leave will only be granted following the employee's current shift.

ARTICLE 32 - MATERNITY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE

32.01 Maternity Leave

Employees shall be granted maternity leave of absence without pay. The duration of the maternity leave of absence before

confinement and subsequent to confinement shall be at the option of the employee.

Leave of absence for maternity may be taken for a period of seventeen (17) weeks. For the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence. For the balance of the period, less the twenty (20) days, the employee shall be entitled to the maternity leave benefits set forth in the *Employment Standards Act*. The balance of a maternity leave shall be without pay or benefits.

Pregnancy shall not constitute cause for dismissal.

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.

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

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

The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.

Upon return to work, the employee shall continue their former position without loss of perquisites accumulated up to the date of commencement of the maternity leave of absence without pay.

32.02 Parental Leave

An employee shall be eligible for parental leave of up to sixty-two (62) consecutive weeks without pay or sixty (60) consecutive weeks without pay in the case of a birth mother who takes maternity leave under Article 32.01, provided such leave is concluded within seventy-eight (78) weeks of the child’s birth.

Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

32.03 Adoption Leave

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

32.04 Leave Respecting the Disappearance of a Child

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

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

32.05 Leave Respecting the Death of a Child

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

32.06 Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave. The Employer shall maintain the employee's coverage and pay the Employer's premiums under the Medical, Dental, Extended Health Care, Group Life and any other health and welfare plan for the full period of maternity and parental leave as if the Employee was at work.

ARTICLE 33 - JURY DUTY

Employees who are required by summons or subpoena to serve as jurors or witnesses shall be granted leave with pay for the required period of attendance.

ARTICLE 34 - HEALTH CARE PLANS

34.01 Regular employees scheduled 20 or more hours per week on a regular basis, their spouse and dependent children shall be eligible for those benefits as outlined in the Employer's benefit program.

34.02 For the duration of the Agreement, the Employer shall continue to make available to eligible employees the benefits currently in effect or their equivalent in the event the Employer changes insurance carriers. The current benefit levels and premium payment arrangements for eligible employees will continue for the duration of the agreement.

34.03 Any disputes regarding benefits eligibility or coverage shall be between the employee and the insurer. Disputes regarding benefits eligibility or coverage shall not be subject to the grievance and arbitration procedure. The Employer's responsibility with respect to benefits is to make its premium payments.

34.04 Medical Plan

Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British

Columbia Medical Services Commission. The Employer shall pay one-hundred percent (100%) of the premium.

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

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

34.05 Dental Plan

The Employer will pay 100% of the monthly premium for the following dental plan. Employees shall be provided with a dental plan covering 100% of the cost of basic services (Plan A), to an annual maximum of \$2,500 per person per year. Sixty percent (60%) of the cost of major services (Plan B), to an annual maximum of \$2,500 per person per year. Sixty percent (60%) of the costs of orthodontic services. Orthodontic services are subject to lifetime maximum payment of \$3,000 per eligible employee or eligible dependent with no run-offs for claims after termination of employment.

34.06 Extended Health Care Plan

The Employer shall pay 50% of the monthly premiums for extended health care coverage for employees and their families. The maximum amount payable for each insured person is unlimited for in-province expenses and out-of-province expenses.

Effective date of ratification (September 20, 2022), the Employer shall pay seventy percent (70%) of the monthly premiums for extended health care coverage for employees and their families.

Effective August 1, 2023, the Employer shall pay eighty-five percent (85%) of the monthly premiums for extended health care coverage for employees and their families.

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Effective August 1, 2024, the Employer shall pay one-hundred percent (100%) of the monthly premiums for extended health care coverage for employees and their families.

- (a) There will be an allowance for hearing aids of \$1,000 over a period of five (5) benefit years per eligible employee or eligible dependent. The allowance for vision care will be \$300 every twenty-four (24) months per eligible employee or eligible dependent.
- (b) A prescription pay direct drug card will be provided to cover eighty percent (80%) of all eligible expenses purchased from a licensed pharmacy. There is no deductible for this plan. Reimbursement of eligible drugs and medicines are subject to the tiered formulary found in “My Drug Plan” with Sun Life Financial, which reimburses 80% for drugs in tier 1, 50% for drugs in tier 2 and 20% for drugs in tier 3. The amount of the dispensing fee per prescription is \$8.
- (c) Paramedical yearly maximum to \$1,000 including Psychologist.

ARTICLE 35 - GROUP LIFE INSURANCE

35.01 The plan shall provide \$40,000 life insurance coverage for post-probationary employees.

35.02 The plan shall include the right to convert to individual insurance coverage upon termination of employment without medical evidence. The amount of insurance coverage reduces by fifty percent (50%) at age 65 and terminates at age 70 or at retirement.

35.03 The plan shall also include coverage for accidental death and dismemberment.

The Employer shall pay one-hundred (100%) of the premiums.

35.04 Terminal Illness Benefit

Once an employee is diagnosed with a terminal illness and a medical practitioner establishes they have a life expectancy of six (6) months or less.

The employee will be provided access to 50% of their death benefit.

ARTICLE 36 - LONG TERM DISABILITY INSURANCE PLAN

36.01 The Employee shall pay one-hundred percent (100%) of the premiums.

36.02 The plan shall be mandatory and shall cover post – probationary employees. The plan shall provide employees with 66.7% salary continuation for the first \$2,250 of the monthly basic earnings, add 50% of the balance of the monthly earnings, up to a maximum benefit of \$2,500 after a waiting period of one-hundred-and-twenty (120) days has expired.

36.03 The details of the plan shall be as provided in the Employer's Benefit Plan Booklet.

ARTICLE 37 - PAYMENT OF WAGES

37.01 Employees shall be paid by direct deposit every two weeks. An employee shall be paid by cheque should an unusual or extraordinary circumstance occur.

37.02 If the event that an employee's pay is short of money owed for the pay period and the employee brings the issue to the attention of the manager, the following shall apply:

- If the money owed is less than one-hundred dollars (\$100), the pay shall be added to the next pay period.
- If the money owed is one-hundred dollars (\$100) or greater, the Employer will make every reasonable effort to correct the error and provide a manual cheque or direct deposit within

three (3) business days.

The statement given to employees with their pay shall include a listing of statutory holiday pay, vacations, overtime, sick leave and an itemized summary of deductions.

ARTICLE 38 - BADGES AND INSIGNIA

38.01 Name Badges

Employees are required to wear their name tags at all times while in Employer facilities. The Employer will provide all new employees with a name tag, replaced free of charge once per year. If a name tag is lost the replacement costs of five-dollars-and-eighty-eight cents (\$5.88) will be borne by the employee.

38.02 Union Badges

Employees shall be permitted to wear Union or Shop Steward badges.

ARTICLE 39 - BULLETIN BOARDS

A bulletin board located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union.

ARTICLE 40 - NOTICE OF UNION REPRESENTATIVE VISITS

The Union shall inform the Employer when any representative of the Union intends to visit the worksite for the purpose of conducting Union business. The Union will advise the Employer of the anticipated time and length of the visit. Such visits will not disrupt the employee's working, without the supervisor's permission.

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

ARTICLE 41 - UNION ADVISED OF CHANGES

The Union Secretary-Business Manager shall be informed in writing of any change contemplated by the Employer, which shall affect the terms of this Agreement.

ARTICLE 42 - PERSONAL AND EMPLOYER PROPERTY

42.01 Return of Employer Property

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

42.02 Tools

If the Employer currently supplies tools to employees, it shall continue to supply tools to employees. The Employer shall replace tools supplied by the employee upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer.

ARTICLE 43 - INDEMNITY

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

- (i) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
- (ii) assume all costs, legal fees and other expenses arising from any such action.

43.02 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 44 - VACCINATION AND INOCULATION

Vaccine Requirement

Where the Employer requires employees to be immunized, such immunizations shall be provided at no cost to the employee. Non-immunized staff will be required to wear a surgical/procedure mask.

ARTICLE 45 - PROFESSIONAL RESPONSIBILITY FOR LICENSED PRACTICAL NURSE (LPN)

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

- (a) nursing practice conditions
- (b) safety of residents and staff
- (c) workload

45.02 The LPN with a concern will discuss the matter with their General Manager with the objective of resolving the concern. At their request, the LPN may be accompanied by a steward.

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

45.04 If the matter is still not resolved to the employee's satisfaction, the matter may be referred to the Labour/Management committee for further discussion.

ARTICLE 46 - OCCUPATIONAL HEALTH AND SAFETY

Internal Responsibility System

All members of the Well Being workforce share responsibility for protecting their own safety and health, and that of others affected

by their actions, by working in compliance with prevailing regulations and standards and with safe work practices and procedures established by the Employer.

46.01 Occupational Health and Safety Committee

The Employer and the Union agree to co-operate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

- a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers’ Compensation Act*. The Committee shall be between the Employer and the Union, with 2 Employer representatives and 2 Union representatives with each party appointing its own representatives.
- b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the Occupational Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members’ scheduled working hours.

In the event of a fatality, the Employer shall immediately notify the Secretary/Business Manager of the Union along with the Union representatives on the committee.

- c) The Occupational Health and Safety Committee may use the resources of WorkSafe B.C. to provide information to the committee members in relations to their role and

responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, safety-related workload issues, dealing with aggressive residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Occupational Health and Safety Regulations by all staff.

- d) 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. 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.

46.02 Aggressive Residents

When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive resident and on how to respond to a resident’s aggressive behaviour will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff are present when dealing with such residents. It is understood that this provision is at no cost to the Employer.

46.03 Health and Safety Stewards

The Employer agrees to the operation of a Health and Safety Steward system, for the purpose of performing health and safety investigations pursuant to article 46.01(b). The system shall be governed in the following manner:

- a) Health and Safety Stewards may be appointed by the Union, to a maximum of two (2), who shall be Union representatives on the joint Health and Safety Committee.
- b) The Health and Safety Stewards shall have the right to conduct health and safety investigations under article 46.01(b).
- c) For all other purposes, Health and Safety Stewards shall be treated in the same fashion as Shop Stewards.

46.04 Training and Orientation

- a) No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instruction.
- b) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.
- c) The Employer will provide orientation and/or in-service, and employees will attend such sessions, which is necessary for the safe performance of work including universal precautions, the safe use of equipment, and the safe handling of residents, materials and products. The Employer will also make available information, manuals and procedures for these purposes.

The Employer will provide a minimum of fourteen (14) days' notice of such training sessions. Where the Employer has deemed the training or orientation session to be mandatory, employees shall be granted leave without loss of pay or receive straight-time regular wages while attending such session(s) with a minimum two (2) hours pay.

46.05 Right to refuse Unsafe Work

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

46.06 Employees' Right-To-Know

- a) The Employer agrees to provide adequate information and training with respect to the Workplace Hazardous Materials Information System (WHMIS).
- b) The Employer agrees to comply fully with WHMIS regulations.

46.07 Protective Clothing and Equipment

- a) The Employer shall provide such safety clothing and safety equipment as is required by the WCB Occupational Health and Safety Regulations.
- b) Staff shall be provided with gloves. All such clothing, tools, and equipment shall be maintained and replaced at the Employer's expense.
- c) All such clothing, tools, and equipment shall comply with applicable Workers' Compensation Board regulations concerning same.

46.08 Violence and Respect in the Workplace

The parties recognize that it is important to provide an environment that is properly secure for all those who receive care or work in health care. A safe environment is important for employees and contributes to providing the highest possible standard of care. Employees should expect to work in, and residents should expect to be treated in an environment where the risk of violence is minimized.

46.09 Violence Program

The Employer will establish a violence program or review the existing program where one is in place. This will be done with 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.

46.10 Critical Incident Stress Defusing

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

In the event of a critical incident within the workplace the Employer will make available to employees who have suffered a serious work related, traumatic incident of an unusual nature, on a voluntary basis, access to WorkSafe BC’s Critical Incident Response program. Leave to attend such a session will be without loss of pay.

46.11 Transportation of Accident Victims

Transportation to the nearest physician or hospital and for employees requiring immediate medical care as a result of an on-the-job accident shall be at the expense of the Employer.

46.12 Communicable Diseases

The Employer agrees to take all necessary safety precautions to deal with the threat of communicable disease, including adequate education of employees concerning the disease, provision and training on proper use of Personal Protective Equipment if appropriate and the provision of any available precautionary treatments consistent with WorkSafe BC regulations. As per the *Workers’ Compensation Act* the Employer will keep written records of all employees exposed to infectious diseases.

46.13 Employee Workload

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

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

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

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

Employees have the right to refuse unsafe work.

46.14 Electronic Monitoring

When the Employer becomes aware of any audio or video surveillance device placed in a resident's room, the Employer will discuss the need for such device's presence with the party who placed the device to see if the reasons for why the device was placed can be relieved. Where the resident or party who placed the device continues to require its placement, they will be advised that the device must be inoperative or covered up when care is being provided by staff.

ARTICLE 47 - VOLUNTEERS

47.01 Volunteer Work

It is agreed that Volunteers have a role in caring for seniors 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 layoff of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the utilization of Volunteers, as at the date of execution of this Agreement, is consistent with the above.

ARTICLE 48 - PRINTING OF THE AGREEMENT

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

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

ARTICLE 49 - VARIATIONS

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

ARTICLE 50 - SAVINGS CLAUSE

In the event that present or future legislation, in particular new or amended legislation attributable to the Supreme Court of Canada decision relating to Bill 29, the *Health and Social Services Delivery Improvement Act*, 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 51 - EFFECTIVE AND TERMINATING DATES

51.01 Effective and Terminating Dates

The Agreement shall be effective from December 1, 2021 and shall remain in force and be binding upon the parties until August 31, 2024 and from year to year thereafter unless terminated by either party on written notice served during the month of May 2024.

If notice is not given under subsection (1) by either party ninety (90) days or more before the expiry of the agreement, both are deemed to have been given notice ninety (90) days before the expiry.

51.02 Effective Date of Wages and Benefits

All new wages and benefits shall be effective from the date of ratification unless otherwise specified in this Collective Agreement. Non-compensation changes shall be effective from date of ratification unless otherwise specified in this Collective Agreement.

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

ARTICLE 52 - GROUP

- 1. All regular employees, upon successful completion of the probationary period, will have the option to be enrolled in the Plan. The employee must exercise the option within ninety

(90) days of the plan coming into effect or pursuant to #3 below.

Employee contributions to the Plan through payroll deduction will be on one (1) of the following basis:

- i) 1% of regular earnings; or
 - ii) 2% of regular earnings; or
 - iii) Any % requested in excess of 2% (not to be matched).
2. The Employer shall match the contributions made by each employee to a maximum of 2%.
 3. Employees may increase or decrease their contribution levels, as noted in (2) above, on January 1st of each year by providing at least thirty (30) days written notice to the Employer.
 4. The Employer will administer the Plan.
 5. The Employer will ensure that all new employees are informed of the options available to them under this group RRSP and applications shall be provided in the new hire package.
 6. Employees shall be able to increase their contributions rate above 2%, but any rate amount exceeding the 2% noted above shall not be matched by the Employer. Contributions shall be through payroll deductions.
 7. RRSP benefits can be withdrawn upon resignation/termination or retirement.
 8. Employees shall receive an annual statement indicating the annual deductions/deposits and Plan balance.
 9. Casual employees who consistently work an average of twenty (20) hours per week will be entitled to enroll the group RRSP.

ARTICLE 53 - WAGES

Anyone who is making a higher wage will maintain that wage and not get an increase until that wage is lower than the wage on the above grid.

If BC Employment standards raise the minimum wage over the wage schedule found in the Collective Agreement the BC Employment Standards minimum wage will prevail.

ARTICLE 54 - CONTRACTING OUT

During the term of the agreement, the Employer shall not contract out any bargaining unit work that results in the layoff of regular employees within the bargaining unit.

No later than 120 days prior to the expiry of the Agreement, the Employer shall notify the union if it intends to contract out any bargaining unit work following the expiry of the agreement.

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

ARTICLE 55 - CRIMINAL RECORDS CHECK

It is the Employer's responsibility to maintain all records and documents related to an employee's Criminal Record Check. Should the Employer lose, misplace or be unable to locate or produce a submitted criminal records check for an employee covered by this agreement, the full cost of a new Criminal Record will be borne by the Employer.

WAGE SCHEDULE

During the 2021-2022 round of collective bargaining, the parties did not enter into wage rate negotiations due to the presence of the government imposed Single Site Order and Wage Levelling. The parties agreed that should the single site levelled up wage rates be terminated by the government prior to the Collective Agreement expiring, the parties would meet to discuss wage rates. The Province of British Columbia removed wage leveling effective April 1, 2023, and the parties entered into wage rate negotiations. The parties have reached agreement on wage rates as listed here:

Classification	Steps	April 1, 2023	Sep 1, 2023 2%
Recreation Assistant	Start Rate	\$23.27	\$23.74
	Post Probation	\$23.99	\$24.47
	1,950 hours	\$24.74	\$25.23
	3,900 hours	\$25.45	\$25.96
Cook	Start Rate	\$21.25	\$21.68
	Post Probation	\$21.98	\$22.42
	1,950 hours	\$22.70	\$23.15
	3,900 hours	\$23.46	\$23.93
Maintenance	Start Rate	\$23.58	\$24.05
	Post Probation	\$24.25	\$24.74
Support Service Worker - Server	Start Rate	\$19.29	\$19.68
	Post Probation	\$19.98	\$20.38
	1,950 hours	\$20.66	\$21.07
Support Service Worker - Housekeeper	Start Rate	\$19.29	\$19.68
	Post Probation	\$19.98	\$20.38
	1,950 hours	\$20.66	\$21.07

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Front Desk	Start Rate	\$19.04	\$19.42
	Post Probation	\$19.71	\$20.10
	1,950 hours	\$20.39	\$20.80
	3,900 hours	\$21.05	\$21.47

Anyone who is making a higher wage will maintain that wage and not get an increase until that wage is lower than the wage on the above grid.

Existing Home Support Worker now called Care Aide – Assisted Living.

The parties acknowledge they have not entered into wage rate negotiations due to the presence of the government imposed Single Site Order and Wage Levelling.

CASUAL ADDENDUM

Casual Addendum:

1. a) A casual employee is one who is not regularly scheduled to work but is employed to relieve vacancies for vacation, sick leave, education, maternity, union business and other time off regulated under the Collective Agreement in the regular schedule as required by the Employer or to perform emergency or non-reoccurring or irregular short term relief work as required by the Employer, provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position. Casual employees shall accumulate seniority on an hourly basis.
 - b) Regular part-time and casual employees shall be called for work in order of their seniority, except that the Employer shall first offer regular part-time employees the opportunity to extend a partial shift to a full shift. The Employer will make every effort to assign blocks of shifts to registered employees.
 - c) The probationary period for casual employees shall be four-hundred-and-fifty (450) hours worked, not to exceed six (6) months.
 - d) Post probationary casual and part-time employees with less than the required eligibility for benefits, have the option of enrolling in the Extended and Dental plans at the expense of the employee. Casual and part-time employees choosing this benefit option must enroll in both the Extended Health and Dental benefit plans.
 - e) Casual employees who withdraw from the plans will not be entitled to enroll for a period of six (6) months.
2. a) Part-time employees may register for casual work in accordance with the Casual Addendum. For the purpose of casual call-in part-time employees are not eligible for any casual shift hours that overlap with their regular shifts or which would result in daily or weekly overtime.
 - b) Part-time employees who register for casual work may work up to 6 consecutive shifts, provided they have 48

consecutive hours free from work in the work week.

- c) Part-time employees will be placed on the casual registry in accordance with their seniority.
3. a) Regular part-time and casual employees shall submit, in writing, their ongoing availability. The Employer shall only be obliged to call an employee for those days and shifts, which the employee has identified as available. Part-time and casual employees may change availability provided it is submitted in writing. Casual employees who have not been available for work for three (3) consecutive months may have their employment terminated.
- b) All hours worked by part-time regular employees accumulate for the purposes of sick leave and all benefits.
 - c) 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.

4. Call In

Employees on the casual list shall be called in to work as follows:

- a) Where a vacancy arises and there are three (3) hours or less before the start of the shift (or first shift of a block of shifts) to be filled, the shift shall be filled at the discretion of the Employer without having to consider seniority. In the case of a block of shifts, the remainder of the block (less the first shift) shall be called out in order of seniority.
- b) Where a vacancy arises and there is more than three (3) hours before the start of the shift to be filled, the shift shall be called out in order of seniority.
- c) The Employer shall call by telephone only those employees designated as available for the shift or block of shifts being assigned.
- d) For each available shift or block of shifts, only one call need be made to any employee provided that the telephone is permitted to ring a minimum of five (5) times.
- e) In the event of a busy signal the casual employee will be recalled in two minutes and, if the telephone is still busy,

the next person on the list shall be called.

- f) In the event that an answering machine is in place, a message will be left relaying the date, and time of the call. If the message is not returned within five (5) minutes the next person on the list will be called.
- g) If an employee fails to answer or declines the offer, the next person on the list shall be called.
- h) If an employee returns a call from a message left and the shift remains unfilled, the shift shall be offered to that employee.
- i) All calls shall be recorded in a log book which shall show the time the vacancy became known, the name of the employee contacted, the time the call was made, the job required to be done, whether the employee accepts or declines the offer of work, or fails to answer, and the signature of the person who made the call. The record of calls will be maintained. In the event of a dispute the Union shall have reasonable access to the log and shall be entitled to make copies.
- j) The seniority list for call in shall be updated every three (3) months commencing January 1, 2016. Time accumulated in a current period shall not be reckoned until the next adjustment date. Within fifteen (15) days of each adjustment date the Employer shall provide the union a revised copy of the call in seniority list.
- k) Casual employees hired after a seniority adjustment date shall be added to the list in the order that they were hired.
- l) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.
- m) In the event that the Employer is able to procure company cell phones, the parties will meet to discuss the issue of text messaging for communication purposes.

5. Electronic Call In

Employee on the casual list shall be called to work in order of seniority as follows:

Well Being Services (TERR) Ltd. – Terraces on 7th / Hospital Employees’ Union – December 1, 2021 to August 31, 2024

- The Employer shall contact those employees designated available for the shift or block of shifts being assigned but may also contact others who might be available notwithstanding their availability form, if the shift(s) cannot be otherwise filled.
- Contact may be made either by telephone, text message, email or other electronic means of communication. Employees will indicate their preferred method of contact (one contact), and that preferred method will be utilized.
- Where the electronic communication is utilized, notice may be sent to several employees simultaneously. The notice will indicate the details of the available work, and the timeline for reply.
- Where electronic communication is utilized the following response times shall apply:

Rule Name	Minimum Days Shifts is in Future	Maximum Days Shift is in Future	Time Open for Application
Today	0	0	15 minutes
Tomorrow	1	1	30 minutes
2-6 days	2	6	6 hours
7-10 days	7	10	1 day 12 hours
11-29 days	11	29	2 days
30-60 days	30	60	5 days
61-91 days	61	91	1 week
92-180 days	92	180	1 week 3 days

- i) Shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limits stated above.
- ii) If an employee is at work they must be canvassed at work or shall be allowed to carry a cell phone, set on vibrate, and used solely for the purpose of shift scheduling providing it does not affect patient care.
- iii) Shifts awarded for 0-6 days will be confirmed via call/text/email based on employee preferred method of

notification.

iv) Shifts awarded 7+ days in advance (pre-booking) will be confirmed through email only.

A record of calls or electronic communications will be maintained.

The seniority list for call-in shall be updated quarterly, commencing July 1. Time accumulated in a current period shall not be reconciled until the next adjustment date. Within two (2) weeks of each adjustment date the Employer shall provide the union a revised electronic copy of the call-in seniority list.

Casual employees hired after a seniority adjustment date shall be added to the list in the order that they were hired.

A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.

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

6. Casuals Accepting Shifts

A casual employee who has already accepted a shift on a workday is not eligible for further callouts on that workday.

7. Casual Appointment and Availability

a) Casual employees are expected to work a minimum of 225 hours in a calendar year. A casual employee may be removed from the casual list and their employment may be terminated if they fail to work 225 hours in a calendar year. A casual employee shall be exempted from this requirement where the Employer has not offered the casual

- employee 225 hours over the course of a calendar year. A casual employee shall be afforded the opportunity to rebut such presumption and demonstrated that there was an acceptable reason or circumstances outside their control for not having worked the required hours.
- b) Mid-way through the calendar year, a casual employee who has worked fewer than 225 hours to that point in the year will be notified in writing of the number of hours so far worked in that year.
- c) All casual employees shall receive a letter of appointment immediately upon recruitment specifically confirming their employee status and their classification. This letter shall also confirm the casual employee's intended days and times of availability for work of a casual nature at the time of hire, and that casual employees are required to fill in availability forms monthly according to the Collective Agreement. The letter shall specifically that in order for the casual employee to maintain employment, the casual employees shall work a minimum of 225 hours over any calendar year, pro-rated for partial years of active employment.

By April 1, 2023, following the signing of the Collective Agreement, casual availability shall be confirmed for current employees in writing which will include the minimum hour requirement.

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

Wages

Casual employees shall be paid the probationary rate until they have completed the probationary period of four-hundred-and-fifty (450) hours worked.

Benefits

Casual employees will receive 6% in lieu of benefits each

payday.

Vacation Pay

Casual employees are entitled to vacation pay at the rate of 4% of gross pay to be paid each payday.

Casual employees shall receive 0.4% for each stat holiday as outlined in Article 25.

Paid and Unpaid Leave

Casual employees are not entitled to paid or unpaid leaves.

Layoff and Recall

Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one (1) year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force. Casual employees are entitled to all benefits of the agreement except the following:

Article 19 – Layoff and Recall

Article 20 – Scheduling Provisions

Article 28 – Bereavement Leave

Article 29 – Sick Leave

Article 31.02 – Unpaid Leave Affecting Seniority and Benefits

Article 31.03 – Unpaid Leave after Three Years of Service

Article 34 – Health Care Plan

Article 35 – Group Life Insurance

Article 36 – LTD Insurance Plan

9. Regular employees (who have not been laid off) may transfer to casual status but shall be restricted from applying on regular postings for a period of three (3) months unless there is a change in the full-time equivalent (FTE) of ten percent (10%) or more from the position they most recently transferred.

10. Block Booking

Between February 15 and March 31 (vacation request period per Article 27.04) the Employer will make every effort to block book casuals for pre-scheduled vacations for regular employees.

11. Consecutive days off (for casual and part-time permanent employees only):
- Where possible, when scheduling staff who are working regular daily full-shift hours or less, in an eight (8) day period, the employee will be scheduled for two (2) consecutive days off.
 - The counting of shifts for the eight (8) day period restarts following any break of two (2) or more consecutive days in the schedule. The first shift worked following the break will be counted as day one (1) in the eight (8) day count.

MEMORANDUM OF AGREEMENT #1

BETWEEN

**WELL BEING SERVICES (TERR) LTD.
TERRACES ON 7TH**

AND

HOSPITAL EMPLOYEES’ UNION (HEU)

Re: Job Sharing

The Parties agree to a Job Sharing process during this Collective Agreement, as follows:

Preamble

1. Job Sharing shall only be possible when an employee holding a single full-time position has requested it.
2. There will not be any increased cost to the Employer, including benefit costs.
3. The decision and approval for any job share request is at the sole discretion of the Employer.
4. Each job share arrangement shall be subject to a specific written and signed agreement between the Employer and the Union.
5. This Memorandum of Agreement and any job share arrangements or decisions shall not be subject to the grievance procedure.

Participation

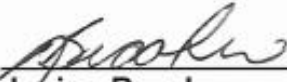
6. Any employee may request a job sharing arrangement in writing to the Employer and the Union.
7. If the Employer is willing to consider this request, a notice for an expression of interest will be posted and employees may apply to be considered for the job share arrangement.

8. If more than one qualified employee, as per Article 14.01, expresses an interest, then seniority shall apply.
9. There shall be a trial period of thirty (30) calendar days to ensure the job will be successful. Any vacancy created by the job share, shall not be posted until the completion of the trial period.
10. Where a vacancy is created as a result of an employee being successful in a job share, the vacancy shall be treated in accordance with the Collective Agreement.
11. A shared position shall in all respects, with the exception that it is held by two individuals, be treated as though it is a single position with regard to scheduling and job descriptions.
12. Job share partners shall relieve for each other for all scheduled absences including annual vacation.

Terminating the Job Share Arrangement

13. Either employee participating in the job share arrangement or the Employer may cancel the job share arrangement for any reason with thirty (30) days' notice.
14. The original owner of the full-time regular job being shared, shall have the first opportunity to revert back to that job. After which the job will be posted.
15. If the original owner chooses to take back their full-time job, the remaining job share employee may post into a vacancy in accordance with Article 14.01, or revert to casual status or resign.
16. There are no bumping rights in the job sharing arrangement.

**SIGNED ON BEHALF OF
THE UNION:**



Janine Brooker
HEU Negotiator



Date

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Sean Steele
Lead Negotiator

Date

MEMORANDUM OF AGREEMENT #2

BETWEEN

WELL BEING SERVICES (TERR) LTD.
TERRACES ON 7TH

AND

HOSPITAL EMPLOYEES' UNION (HEU)

Re: Vacation Selection

The Union and Employer recognize the value of a process for employees to request their preferred vacation periods in which employees are able to see the periods requested by other employees.


The parties agree that determining the best implementation of the common process by each site will be made between the local representatives of the Union and Employer for that site.

Nothing in this MOA or any local process absolves the Employer of the responsibility to review and approve employee requests for vacations subject to operational requirements.

**SIGNED ON BEHALF OF
THE UNION:**



Janine Brooker
HEU Negotiator

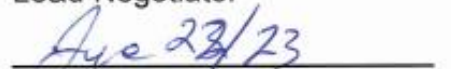


Date

**SIGNED ON BEHALF OF
THE EMPLOYER:**




Sean Steele
Lead Negotiator



Date

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Bill Pegler
Coordinator of Private Sector
& Special Projects




James Liebenberg
President



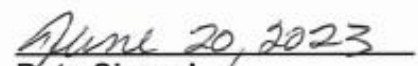
Janine Brooker
HEU Negotiator



Sean Steele
Lead Negotiator



Marlo Orquin
Bargaining Team Member



Date Signed

Date Signed