

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PRO VITA CARE MANAGEMENT INC.  
BROCKLEHURST GEMSTONE CARE CENTRE  
(The Employer)**



**AND**

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

**September 1, 2022 – August 31, 2025**

Note: underlined text is new language for 2022-2025

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## **DEFINITIONS**

For the purpose of this Agreement:

- (a) "Employer" means Pro Vita Care Management Inc. at and from Brocklehurst Gemstone Care Centre.
- (b) "Union" means the Hospital Employees' Union (HEU), hereinafter referred to as "the Union".
- (c) "Bargaining Unit" is the unit comprised of all employees of the Employer described in the Certifications issued, except those employees in positions mutually agreed to by the Parties or those excluded under the B.C. Labour Relations Code.
- (d) "Common-law spouse" is defined as two (2) people who have cohabitated as spousal partners for a period of not less than one (1) year. Employees may not have more than one person designated as a common law spouse at the same time.
- (e) "Employee" means an employee included in the bargaining unit and includes regular employees and casual employees.
- (f) "Leave of absence with pay" means to be absent from duty with permission and with pay.
- (g) "Leave of absence without pay" means to be absent from duty with permission but without pay.

## **Definition of Employee Status**

### **(a) Regular Full-Time Employee**

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

### **(b) Regular Part-Time Employee**

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and regular part-time employees who are scheduled to work over 20 hours per week are entitled to all benefits outlined in this Collective Agreement on a prorated basis.

### **(c) Casual Employees**

A casual employee is one who is not regularly scheduled to

work other than during periods that such employee shall relieve a regular full-time or regular part-time employee, or to perform emergency or non-recurring temporary workload or short-term relief work as required by the Employer. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the Addendum - Casual Employees.

**(d) Restriction of Employee Status**

The status of all employees covered by this Collective Agreement shall be defined under one (1) of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 4.06 - Grievance Procedure.

**PREAMBLE**

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

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

The provisions of this agreement are therefore as follows:

**ARTICLE 1 - RECOGNITION OF THE UNION**

**1.01 Sole Bargaining Agency**

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



Agreement.

## **1.02 Union Shop**

All employees in the Bargaining Unit shall maintain membership in the Union as a condition of employment. Employees who are brought within the Bargaining Unit, including newly-hired employees, shall join the Union and maintain membership as a condition of employment.

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

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

- Grievance Procedure - Article 9
- Dismissal/Suspension for Alleged Cause - Article 9.02
- Employer's Notice of Termination - Article 10.03

## **1.03 Check Off of Union Dues**

(a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues, assessment and initiation fees, payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose. The Employer shall deduct from any employee who is a member of the Union any general

assessments levied in accordance with the Union Constitution and/or Bylaws.

All deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

- (b) All deductions shall be remitted to the Union not later than the 15<sup>th</sup> of each month the Employer shall electronically provide a list of all employees hired including their name, employee number, date of hire, Union dues paid for each month in which the deduction was made to [membersupdates@heu.org](mailto:membersupdates@heu.org).

The Employer shall also provide a list of names of all employees including those hired and all employees who have left the employment of the Employer, designating discharges, retirements, resignations and deaths, from whose salaries such deductions have been made together with the amounts deducted from each employee.

Twice each calendar year, in January and July, the Employer will provide to both the Local designate and 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 electronic format, such as Microsoft Excel to: [memberupdates@heu.org](mailto:memberupdates@heu.org), and shall be provided securely in a fashion agreeable to both parties.

- (c) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted, provided that the changed deduction can be reasonably accommodated by the

Employer's payroll system.

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

- (d) At the same time that income tax (T-4) slips are made available, the Employer, without charge, shall indicate on the T-4 slip the total amount of Union dues paid by the employee for the previous year (the year for which the T-4 slip is provided). Every reasonable effort shall be made for these to be available to the employee at the earliest date, or not later than March 1<sup>st</sup> of the succeeding year.

#### **1.04 Employer and Union Shall Acquaint New Employees**

The Employer will provide every employee with a copy of the Collective Agreement upon hiring and thereafter, with any updates.

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

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of their Steward. Whenever the Steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to the Steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union Steward will be given an opportunity to talk to each new employee within regular working hours, without loss of pay, not to exceed fifteen (15) minutes some

time during the first thirty (30) days of employment.

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

### **1.05 Recognition and Rights of Shop Stewards**

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

- (a) Five (5) shop stewards plus three (3) alternate shop stewards may be appointed by the Union.
- (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) When the absence of more than one (1) Shop Steward or Union Committee member may interfere with the proper ration of a department, then no more than one (1) Shop Steward or Union Committee member from any one department maybe given leave of absence to transact Union business at any one time.

## **ARTICLE 2 - NO DISCRIMINATION**

### **Harassment and Discrimination**

- (a) The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.
- (b) The Union and the Employer recognize the right of the employees to work in an environment free from harassment, including sexual harassment.
- (c) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

### **Complaints Investigation**

- (a) An employee who complains of harassment under may file a grievance or human rights complaint.
- (b) The Employer, the employees and the Union agree that where a complaint that could be adequately remedied in a single forum, no multiple forum complaints shall be filed.
- (c) All persons involved in 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 3 - RIGHT TO REFUSE TO CROSS PICKET LINES**

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

### **ARTICLE 4 - NOTICE OF UNION REPRESENTATIVE VISITS**

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

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

The Union recognizes the Employer is a contractor on site and Union access to the facility is subject to the Employer obtaining permission from their client.

## **ARTICLE 5 - BULLETIN BOARDS**

The Employer shall provide bulletin boards for the exclusive use of the Unions, to be located in the staff lunchroom. The use of such bulletin board shall be restricted to the business affairs of the Unions and for the display of one Union shop card.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

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

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

## **ARTICLE 7 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

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

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

### **7.01 Definition of Displacement**

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

long term care facility in which they are employed.

## **7.02 Notice of Displacement**

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

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

## **7.03 Bumping**

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

- (a) an employee may accept the reduction in hours;
- (b) an employee may accept the layoff or reduction in hours and be placed on the casual call in list and be placed on the recall list;
- (c) be placed on the recall list;
- (d) bump the most junior employee with the same number of hours provided the employee possess the qualifications, skill and ability to perform the job of the less senior employee qualified and has the ability to do the job of the less senior employee. The Employer shall supply to the employee and the Union a list of all employees that may be bumped by the employee. Bumping rights must be exercised by providing written notice to the Employer as soon as possible but no later than 48 hours after receiving notification of layoff.
- (e) An employee who is entitled to bump shall first be offered any vacant positions that have not been filled after being posted (providing that the employee is qualified for the position). Should the employee choose to select an unfilled vacant position, they will then be awarded that position instead of bumping. If the employee declines to accept a vacant unfilled

position, they will then be provided with their bump options under this article.

#### **7.04 Technological Displacement**

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

### **ARTICLE 8 - DISCUSSION OF DIFFERENCES**

#### **8.01 Discussion of Differences**

The Union and the Employer are committed to a process of working together with the common goal of anticipating and resolving mutual problems and improving their day to day working relationship.

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

- (a) Matters other than grievances, related to the maintenance of good relations between the parties;
- (b) Correcting conditions causing misunderstandings;
- (c) Dealing with any matters regarding this agreement;
- (d) Discussing quality of resident services and making recommendations to improve those services.

**8.02** The Labour Management Committee shall consist of:

- Up to three (3) representatives of the Union which includes the Secretary/Business Manager of the Union or their designate;
- 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. The parties will be responsible for their own minutes, but these minutes are prepared on a without prejudice basis.

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

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

### **8.03 Union/Management Meetings**

On the request of either party, the parties must meet at least once every three (3) months, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by the Agreement.

### **8.04 Conduct of the Grievance Procedure**

#### **(a) Representation**

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

#### **(b) Right to Have Steward Present**

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

No meeting shall take place between the Employer and a Union member, where any form of discipline could possibly result from the meeting, without the Employer specifically advising the Union member that they have the right to representation by a Shop Steward or Union committee member of their choice. If the issue is time sensitive and urgent in nature, the choice of a shop steward/Union Committee member shall not cause a delay to meet. In no circumstances shall a delay exceed 48 hours.

**(c) Employee Called as a Witness**

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

**(d) Right to Grieve Disciplinary Action**

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

Discipline relating to resident abuse will be removed from the personnel file after 30 months.

**(e) Evaluation Reports**

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

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

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

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

**(f) Personnel File**

An employee, or the Secretary-Business Manager of the Union, or their designated representative, with the written authority of the employee, shall be entitled to review the employee's personnel file, and, if requested, be provided with one (1) copy of any document in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. An employee may review their file for personal reference and request one (1) copy of any document on their file.

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

The employee or the Secretary-Business Manager of the Union, as the case may be, shall give the Employer seven (7) days' written notice prior to examining the file and may view the file at the earliest possible opportunity and in no case, later than seven (7) calendar days.

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

**(g) Deviation from Grievance Procedure**

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

**ARTICLE 9 - GRIEVANCE PROCEDURE**

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

**9.01**

**Step 1**

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the matter with their immediate supervisor within seven (7) calendar days after the date on which they 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 fourteen (14) 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.

Within seven (7) days of receiving the step 2 grievance the Employer 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.

At the meeting each party shall provide to the other a statement of facts and copies of all relevant documents.

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

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

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

Notice of dismissal or suspension shall be in writing and shall set forth reasons for the reasons for the action and shall be based on just cause. Within three (3) calendar days of notice of the dismissal or suspension, the Employer shall notify the HEU office at which the servicing HEU representative works from of such notice.

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 2 of the grievance procedure.

### **9.03 General/Policy Grievance**

Grievances of a general/policy nature may be initiated by either the Employer or the Union at Step 2 of the grievance procedure

outlined in Article 7.06 no later than fourteen (14) days of becoming aware of the issue giving rise to the grievance.

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

### **9.05 Time Limits**

The time limits contained in Article 9 are considered substantive and may only be extended or waived by written agreement of the parties. Any grievance, which is not commended or processed through the required steps in accordance with these time limits is subject to a claim of abandonment and the parties agree that arbitrators should only relieve against a failure to follow time limits in an exceptional case.

### **9.06 Expedited Arbitration**

- (a) By mutual agreement, the parties may refer a grievance to Expedited Arbitration.
- (b) 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.
- (c) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (d) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (e) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (f) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within ten (10) working days of the hearing.
- (g) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (h) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

- (i) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (j) 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
  - Corinn Bell
  - Elaine Doyle
  - Jacque de Aguayo
  - Judy Korbin
  - Julie Nichols
  - Ken Saunders
  - Randy Noonan
- (k) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9 excepting Article 9.03.
- (l) Neither party will appeal the decision of the Arbitrator.

## **ARTICLE 10 - ARBITRATION**

**10.01** Where a difference arises between the parties relating to the interpretation application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after 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 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

- Corinn Bell
- Elaine Doyle
- Jacque de Aquayo
- Judy Korbin
- Julie Nichols
- Ken Saunders
- Randy Noonan

### **10.03 Decision of Arbitration Board**

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

### **10.04 Expenses of Arbitration**

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

### **10.05 Amending Time Limits**

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

## **ARTICLE 11 - SENIORITY**

### **11.01 Seniority Defined**

Seniority is defined as the employee's hours of work since the employee's most recent date of hire, and shall accumulate based on straight-time hours.

- Paid holidays;
- Paid vacation;
- Leave while in receipt of wage-loss benefits under the *Workers' Compensation Act*;
- Paid sick leave; and
- Approved leaves of absence under Article 18.



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

### **11.02 Probationary Period**

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. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

### **11.03 Loss of Seniority**

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

- (a) they are discharged for just cause;
- (b) they voluntarily terminate their employment;
- (c) they are on layoff for more than twelve (12) months;
- (d) they are on layoff and fails to report when recalled for work in accordance with Article 13;
- (e) the employee is absent from work without permission for three (3) consecutive working days or more unless an explanation satisfactory to the Employer is given by the employee for both the absence and the failure to request permission;
- (f) the employee overstays a vacation or leave of absence without securing a written extension of such leave of absence or vacation from the appropriate Director, unless an explanation satisfactory to the Employer is given by the employee for both the need for the extension and the failure to request same.

## **ARTICLE 12 - PROMOTION, TRANSFER, DEMOTION, AND RELEASE**

### **12.01 Applications from Employees**

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

### **12.02 Selection Process**

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

- a) Evaluations
- b) Required qualifications
- c) Past performance

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

### **12.03 Qualifying Period**

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

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

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

#### **12.04 Temporary Promotion, Transfer, or Demotion**

- (a) An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.
- (b) Regular employees shall be permitted to post into a maximum of three temporary positions in one calendar year.

#### **12.05 Promotions**

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

For increment progression, the employee's increment anniversary shall become effective from the first (1<sup>st</sup>) day in the new job and further increment increases shall become effective on the established increment date.

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

#### **12.06 Transfers**

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

## **12.07 Excluded Positions – temporary appointments**

Employees shall not be placed in an excluded position for greater than six (6) months without the mutual agreement of the Union. Mutual agreement shall not be unreasonably withheld. The period may be extended with the mutual agreement of the parties.

## **ARTICLE 13 - REDUCTION IN WORK FORCE**

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

The parties agree to make use of attrition, business growth, job retraining, and/or mechanisms to avoid displacement of employees. The Employer will exercise reasonable efforts to avoid reductions in force, reductions in hours, and/or job elimination. If, after exercising reasonable efforts to avoid layoff, it is necessary to conduct a layoff then such layoff shall follow the process above.

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

- One (1) week per year of service to a maximum of eight (8) weeks.

**13.03** The Employer is not required to provide notice to an employee who is:

- Terminated for cause;
- Hired for a project or temporary position;
- Offered and refuses reasonable alternative employment; or
- Where the Employer can establish that the lay-off resulted from an act of God, fire or flood.

**13.04** Laid off regular employees shall retain their seniority and prerequisites accumulated up to the time of lay-off, for a period of

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

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

## **ARTICLE 14 - SUPERVISORY OR MILITARY SERVICE**

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

## **ARTICLE 15 - SENIORITY LISTS**

Seniority lists for regular full-time employees shall be posted within twenty-eight days of the months of March and September.

Seniority lists for regular part-time and casual employees shall be posted within twenty eight days of the months of March, June, Sept, December.

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

Bargaining Unit Chairperson.

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

## **ARTICLE 16 - JOB POSTINGS AND JOB DESCRIPTIONS**

### **16.01 JOB POSTING**

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.

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 60 days or more. In any event, a temporary position must be posted when it exceeds 60 calendar days.

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.

Two (2) copies of all postings shall be sent to the local of the Union within the aforementioned seven (7) calendar days.

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

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

Employees are limited to occupying four (4) positions in one calendar year.

This does not apply if the new posting results in an employee converting a temporary position into a regular one (casual to part-time/full-time or part-time to full-time), or for a higher paid position.

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

### **16.03 Temporary Positions to Accommodate Workload Hours**

The Employer has the ability to post a maximum of one (1) temporary regular position in each of the activity aide, care aide, and LPN, in order to be able to adapt to changing workloads in the facility as a result of the fluctuating occupancy.

Such positions are to be posted for a maximum term of six (6) months. At the end of the temporary term, the Employer will either:

- a) post a regular position;
- b) end the term position;
- c) extend the temporary term beyond six (6) months, provided the Union has been informed of their reason for the extension and agrees to the extension.

It is understood that if workload decreases, these temporary positions can be deleted by the Employer giving seven (7) days written notice to the employee in the temporary position. At the end of the temporary term or following seven (7) days written

notice from the Employer, the incumbent will return back to their previous position and status. An employee working in these temporary positions shall receive all rights and benefits that apply to their current status as an employee.

#### **16.04 Job Descriptions**

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

The said job description shall be provided in writing to the Shop Steward and Secretary Business Manager or designate.

Prior to the implementing a change in job descriptions, the Employer will provide notice to the Union and, upon written request, 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.

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

#### **16.06 New job descriptions**

- (a) In the case of a newly created classification within the bargaining unit, or where an existing classification is significantly changed to the extent that it becomes a new classification, the Employer will draft a new description and meet with the Union to discuss an appropriate wage rate. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.
- (b) If an employee considers there has been a significant change to their classification, the employee may initiate a grievance in accordance with Article 7. The parties will meet at Step 2 of



the grievance procedure to review the grievance. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.

- (c) Any decision to adjust the wage rate in either 15.03 (a) or (b) either by the parties or the Board shall be retroactive to the date the complaint was filed.

## **ARTICLE 17 - RELIEVING IN OTHER POSITIONS**

### **17.01 Relieving in Higher - Rated Positions**

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

### **17.02 Relieving in Lower-Rated Positions**

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

### **17.03 Temporary Assignment to an Excluded Position**

Where an employee within the bargaining unit is temporarily assigned by the Employer to a position which is excluded from the bargaining unit, the employee shall receive eight percent (8%) more than their current rate.

## **ARTICLE 18 - LEAVE OF ABSENCE**

### **18.01 Unpaid Leave**

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted

at the Employer's discretion. The employee shall give at least fourteen (14) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given as soon as possible and within five (5) business days of the request.

### **18.02 Unpaid Leave - After Three Years**

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

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

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21<sup>st</sup>) day of the unpaid leave to the last day of the unpaid leave but shall have their benefits and previously accrued seniority reinstated upon expiry of the leave.

### **18.04 Health and Welfare Benefits While on Unpaid Leave of Absence**

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee gives postdated cheques in advance to the Employer, for the monthly cost of all the benefit

premiums to the Employer. This shall be applied in accordance with the *Employment Standards Act*.

### **18.05 Unpaid Leave - Union Business**

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one (1) time shall be granted to employees designated by the Union to transact Union business, including conventions and conferences unless this would unduly interrupt the operations of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days, unless this would unduly interrupt the operation of the department. Such requests shall be made, in writing, sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 18.05.
- (e) 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 the wages and benefits involved. Seniority shall continue to accumulate

during such leave and shall apply to such provisions as annual vacations, increments and promotions. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.

- (f) (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such executive.
- (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

### **18.06 Union Bargaining Committee**

A Union Bargaining Committee shall consist of a maximum of four (4) representatives of the bargaining unit.

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

### **18.07 Unpaid Leave - Public Office**

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

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

### **18.08 Bereavement Leave**

- (a) Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster-parent), spouse, common-

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

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

In the event of a delayed interment (service or celebration of life), an employee may save one of the days identified above without loss of pay to attend the interment (service or celebration of life), and will provide as much notice as possible of the date it will be utilized.

An additional two days leave with pay may be utilized from the employees' sick leave bank for travel.

- (b) 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.

### **18.09 Family Responsibility Leave**

- (a) Employees may request up to two (2) consecutive days of paid sick leave (if they have it available in their bank) or unpaid leave shall be granted to employees in each employment year to attend to the care, health or education of a child or a dependent in the employee's care, or to the care or health of any other member of the employee's immediate family. Immediate family for this article means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

While the importance of family related leave is recognized, the employees acknowledge and agree to supply the appropriate information, including documentation to support the request in accordance to ESA requirements when required by the Employer.

(b) Notwithstanding (a) above, under the *Employment Standards Act* employees are entitled to a further three (3) days unpaid leave in each employment year to attend to the care, health or education of a child or a dependent in the employee's care, or to the care or health of any other member of the employee's immediate family. Immediate family for this article means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

### **18.10 Employment Standards Leaves**

There are currently a variety of job-protected leaves under the *Employment Standards Act*, as may be amended from time to time, including, but not limited to:

- Leave Respecting the Disappearance of a Child
- Leave Respecting the Death of a Child
- Leave Respecting Domestic or Sexual Violence
- Critical Illness Leave
- Compassionate Care Leave

The Employer will provide such leaves in accordance with the *Employment Standards Act* and its applicable terms.

### **18.11 Maternity Leave**

(a) Maternity leave shall not constitute cause for dismissal.  
(b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment*

Insurance Act or any wage loss replacement plan.

- (c) A pregnant employee who requests maternity leave is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins:
  - i) No earlier than 13 weeks before the expected birth date, and
  - ii) No later than the actual birth date and ends no later than 17 weeks after the leave begins.
- (d) An employee who requests leave after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- (e) An employee who requests leave after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- (f) An employee who requests leave is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends consistent with (c), (d) and (e).
- (g) A request for leave must:
  - i) Be given in writing to the Employer.
  - ii) If the request is made during the pregnancy, be given to the Employer at least 4 weeks before the day the employee proposes to begin leave, and
  - iii) If required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (f).
- (h) If an employee on leave under subsection (c) or (d) proposes to return to work earlier than 6 weeks after giving birth to the child, the Employer may require the employee to give the Employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

## **18.12 Parental Leave / Adoption Leave**

- (a) An employee who requests leave under paragraph (i), (ii), or (iii) of this article is entitled to:
- i) For a parent who takes leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the Employer and the employee agree otherwise, immediately after the end of the leave taken under Article 18.11 and 18.12 above.
  - ii) For a parent, other than an adopting parent who does not take leave under Article 18.12 above, in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children.
  - iii) For an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under a) above.
- (c) A request for leave must:
- i) Be given in writing to the Employer,
  - ii) If the request is for leave under (a)(i) or (ii) above be given to the Employer at least 4 weeks before the employee proposes to begin leave, and
  - iii) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) An employee's combined entitlement to leave under Articles 18.11 and 18.12 is limited to 78 weeks plus any additional leave the employee is entitled to under Article 18.11(f) and 18.12(b).
- (e) Seniority and continuous service will continue to accumulate during the full period of maternity, parental and adoption leave.



The Employer shall maintain the employee's benefit coverage during maternity, parental, and adoption leave provided the employee maintains their share of the cost of the plan.

### **18.13 Education Leave**

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

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

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

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.
- (d) Such leaves shall not exceed eight (8) months.

## **ARTICLE 19 - HOURS OF WORK**

### **19.01 Continuous Operation**

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

### **19.02 Hours of Work**

The hours of work for each regular full-time employee covered by this Agreement, exclusive of unpaid meal times, shall be seven-and-one-half (7½) per day, an average of thirty-seven-point-five (37.5) hours per week, or an equivalent mutually agreed to by the Employer and the Union.

### **19.03 Scheduling Provisions**

- (a) (i) The Employer shall post schedules at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled workdays of an employee without giving at least ten (10) calendar days' advance notice, such employee shall be paid overtime rates for the first (1<sup>st</sup>) shift worked pursuant to Article 21 Overtime.
- (b) There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one (1) work shift and the commencement of the next.
- (c) When it is not possible to schedule ten (10) consecutive hours off-duty between 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 21 Overtime.
- (d) If a written request for a change in starting time is made by an employee which would not allow eight (8) consecutive hours off-duty between the completion of one (1) work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of Article 21 Overtime shall be waived for all employees affected by the granting of such a request, provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer provided that whenever possible, sufficient advance

notice is given and provided that there is no increase in cost to the Employer.

- (f) If the Employer changes a shift schedule without giving a minimum of ten (10) 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 21 Overtime. Notice of the change shall be confirmed in writing as soon as possible.
- (g) Regular full-time employees shall not be required to work three (3) different shifts (i.e., day shift, evening shift and night shift) during any six (6) consecutive day period posted in their work schedules.

#### **19.04 Split Shifts**

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

#### **19.05 Time Change**

Employees will be paid for the hours worked on any of the time changes.

#### **19.06 Extended Hours**

The current extended hours shall continue unless more than fifty percent (50%) of the employees elect to move to non-extended shifts. New extended hours shifts can be an option if more than eighty percent (80%) of those affected by the expended hours vote in favour of it. The daily hours will be up to 11.25 hours per day exclusive of meal breaks and up to an average of 39.365 hours per week over the term of the rotation (i.e. 6 weeks or 8 weeks), and up to 2,048 hours per year. There will be three rest breaks of fifteen (15) minutes each and two meal breaks of thirty (30) minutes each provided for those working 11.25 hours shifts. These will be paid meal break if they are unable to leave the facility.

Extended Hours: The base day for accruals will be 7.5 hours. The paid day off for statutory holidays. Lieu days will be based on

actual hours worked.

Employees working the extended hour shifts will have the same equivalent time off but converted to hours (i.e. 10 paid vacation days x 7.5 hours = 75 hours vacation time).

## **ARTICLE 20 - PREMIUMS**

- (a) Employees working the night shift shall be paid a shift differential of one-dollar-and-forty-five cents (\$1.45) per hour for the entire shift worked.
- (b) Employees working weekends shall be paid a shift differential of seventy-five cents (\$0.75) per hour.
- (c) Employees working the afternoon shift shall be paid a shift differential of one-dollar-and-ten cents (\$1.10) per hour for the entire shift worked.
- (d) In this section “night shift” means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours). In this section, weekend shift means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) on a Friday and 11:00 p.m. (2300 hours) on a Sunday. In this section, afternoon shift means any shift in which the major portion occurs between 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours).

## **ARTICLE 21 - OVERTIME**

**21.01** Employees requested to work in excess of eight (8) hours per day, or who are scheduled to work on their scheduled off-duty days, including extra days off, shall be paid:

- (a) The rate of time-and-one-half (1½ x) of their basic hourly rate of pay for the first four (4) hours of overtime on a scheduled workday and double-time thereafter;
- (b) The rate of time-and-one-half (1½ x) of their basic hourly rate of pay for all hours worked on a scheduled day off.
- (c) For extended hour shifts: if the employee works in excess of 12 paid hours they shall be paid double (2x) the regular rate of

pay.

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

**21.03** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 24, the employee shall be paid overtime at the rate of double-times (2x) the premium statutory holiday rate for all hours worked beyond eight (8) hours.

**21.04** Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in 21.05 below.

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

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

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

### **21.07 Assignment of Overtime**

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

Where overtime is unanticipated (less than 48 hours in advance), overtime shall be offered by seniority to eligible employees who are at work. If no eligible employee accepts the overtime offered, the employer may offer the overtime to any available and qualified employee.

An eligible employee includes one who is: actively working within the affected unit, qualified to perform the work, and available to accept the work (e.g. not on any paid or unpaid leave of absence, not outside of safe work parameters).

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

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

## **ARTICLE 22 - CALL BACK/CALL IN/ON CALL**

### **22.01 Minimum Pay**

Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

### **22.02 Call-In - Statutory Requirement**

Any employee (except those covered by Article 21) reporting for work at the call of the Employer, shall be paid their regular rate of pay or 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.

### **22.03 ON CALL**

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

## **ARTICLE 23 - STATUTORY HOLIDAYS**

### **23.01 Statutory Holidays**

- (a) Employees will be paid 4.8% of gross earnings in lieu of statutory holidays on each paycheque and such other holidays as made be in future proclaimed or declared by the Provincial government.
- (b) Full-time employees working on a five day on and two day off rotation shall be entitled to twelve (12) statutory days off to be taken as paid days off in the pay period when the statutory holiday occurs; specific days off shall be subject to operational requirements.

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

### **23.02 Holidays Coinciding with a Vacation Day for the 5 on 2 off rotation**

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

### **23.03 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shall have at least Christmas Day or the following New Year's Day off, based on employee preference, on a rotational basis from year to year, staffing requirements and the holiday shifts worked the previous year. Employees shall indicate their preference in writing by July 2<sup>nd</sup> of each year.





### **24.03 Vacation Schedules**

- (a) Employees shall submit their vacation requests to the general manager or designate on or before:
  - i) November 1<sup>st</sup> for the period January 1<sup>st</sup> through April 30<sup>th</sup>; to be responded to by November 30 and;
  - ii) March 1<sup>st</sup> for the period May 1<sup>st</sup> through December 31<sup>st</sup>, to be responded to by March 31.
- (b) An employee who does not exercise their rights by the cut off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation schedules, once posted, shall not be changed except in the case of emergency with mutual agreement of the Employer and Employee.

### **24.04 Vacation Pay**

Vacation pay shall be paid in accordance with Article 30 - Pay Days.

### **24.05 Vacation Carry Over**

Employees shall be permitted to carry over a maximum of eight (8) vacation days from one calendar year to the next. Any vacation days carried over must be taken in the second year unless otherwise stated in the Agreement.

### **24.06 Vacation Entitlement upon Dismissal or Death**

Employees dismissed for cause or who have died shall be paid their unused earned vacation allowance pursuant to Article 24.01.

### **24.07 Reinstatement of Vacation Days - Sick Leave**

In the event an employee is sick or injured prior to the commencement of their vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

**24.08** Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times their applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time and in addition, the employee shall be reimbursed reasonable expenses upon proof of receipts. Travel time will also be credited back to the vacation bank.

## **ARTICLE 25 - CONDITIONS OF EMPLOYMENT**

### **25.01 Vaccination and Inoculation**

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

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

### **25.02 Employee's Notice of Termination**

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

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

## **ARTICLE 26 - GENERAL PROVISIONS**

### **26.01 Uniforms**

The Employer shall supply and maintain (launder and repair) uniforms for employees who are required to wear same. Employees must return to The Employer uniforms and other

Employer property in their possession at the time of termination of employment.

The Employer will provide facilities to accommodate employees to change into work clothing.

## **26.02 Employer Property and Personal Property Damage**

### **(a) Employer Property**

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

### **(b) Personal Property Damage**

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

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

## **26.03 Lockers**

The Employer will provide lockers for staff to store their personal items. Employees must vacate the lockers at the end of each shift. Staff get priority for lockers over students.

## **ARTICLE 27 - BADGES, INSIGNIA AND UNION SHOP CARDS**

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

## **ARTICLE 28 - SICK LEAVE, W.C.B., INJURY-ON-DUTY**

The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further Employment Insurance premium reductions for eligible

sick leave plans are attainable under the *Employment Insurance Act*.

**28.01** Regular full-time and regular part-time employees will receive sick pay of seven (7) days of sick leave annually.

Regular full-time and regular part-time employees will be credited with five (5) days of sick leave on January 1<sup>st</sup> of each calendar year.

To the extent the Collective Agreement provides for an additional entitlement (e.g. greater than 5 days), any additional day(s) will be available to employees for use once they have worked enough hours to accrue the additional entitlement.

Casual employees, and regular part-time employees accruing less than the minimum number of days statutorily required, will be provided with sick leave in accordance with the *Employment Standards Act and Regulation*. 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.

**28.02** Regular full-time employees may elect to have unused sick pay paid out on January 17<sup>th</sup> of each year at a rate 50%, or may elect to carry forward unused sick pay. However, employees will not be permitted to accumulate more than the equivalent of one-hundred (100) hours of sick pay in their bank. Any amount above that amount must be paid out on January 17<sup>th</sup> of each year at a rate of 50%. Effective two years from the date of ratification of this Agreement, this payout amount will increase to a rate of 75%.

**28.03** In order to be entitled to pay for sick leave, employees must complete the appropriate form and have it authorized by their immediate supervisor. The Employer in its sole discretion may request satisfactory proof of illness. Failure to meet this requirement will result in the absence being treated as leave without pay. Any abuse of sick leave benefits is cause for

discipline, up to and including discharge.

Employees will be permitted to use up to two (2) days of sick leave to attend to the care, health or education of a child or a dependent in the employee's care, or to care for the health of any other family member in the employee's immediate family (as per Article 18.09). Reasonable proof may be requested by the Employer.

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

Following 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.

**28.05** Regular employees transferring to casual status are not entitled to access their sick leave benefits until such time as they may revert to regular status.

**28.06** Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. If the Employer requires medical proof, the Employer will pay for the cost of providing satisfactory evidence of medical proof being requested.

Sick leave may also be used for medical and or dental appointments outside regular schedule shifts with reasonable time off will be granted for employees and dependent children.

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

**28.08** Sick leave pay shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

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

**28.10 WorkSafeBC Benefits**

**(a) Benefits While on Compensation**

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

(b) Employees qualifying for WorkSafeBC coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees seniority shall continue to accumulate based on regular hours.

**ARTICLE 29 - RETURN TO WORK PROGRAMS**

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

(b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.

(c) Return to Work programs will be part of an approved rehabilitation plan.

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.

**ARTICLE 30 - PAY DAYS**

Employees shall be paid by direct deposit every second Friday, subject to the following provisions:

The statements given to employees and shall include the designation of statutory holidays pay, the listing of all adjustments including overtime and hourly rate, the cumulative amount of sick time earned, sick leave taken and vacation accrued and paid, and an itemization of all deductions.

- (a) When a pay day falls on a non-banking day, the direct deposit shall be made prior to the established pay day.
- (b) If there is an Employer error for the pay period, the Employer shall rectify the error within 3 business days.

## **ARTICLE 31 - REST AND MEAL PERIODS**

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

**31.02** An unpaid meal period of one-half ( $\frac{1}{2}$ ) hour will be scheduled as close as possible to the middle of each shift of greater than five (5) hours and shall take away from the work area.

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

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

## **ARTICLE 32 - JURY DUTY**

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

## **ARTICLE 33 - HEALTH CARE PLANS**

### **33.01 Eligibility**

- (a) Regular employees are eligible for the health care plan. There will be no reduction to Health Care Plans.
- (b) Part-time employees who are not currently enrolled must be actively working an average of twenty-one (21) hours per week to be eligible for coverage in the following Health Care Plans. All part-time employees currently enrolled shall continue to be eligible.

### **33.02 Medical Plan**

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

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

### **33.03 Dental Plan**

- (a) Employees shall be provided with a dental plan covering eighty percent (80%) of the costs of the basic plan (Plan A), fifty percent (50%) of the costs of the extended plan (Plan B) and an employee's child is eligible for fifty percent (50%) of the costs of the orthodontic plan (Plan C). Orthodontic services are subject to a lifetime maximum payment of two-thousand dollars (\$2,000) per child with no run-offs for claims after termination.
- (b) The dental plan shall cover all employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay seventy-five percent (75%) of the premium.



### **33.04 Extended Health Care Plan**

The Employer shall pay seventy-five percent (75%) of the premium.

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

- (a) Hearing aids that includes \$400 every five (5) years.
- (b) Orthopaedic shoes will be covered to \$400 per year for adults and \$200 per year for dependent children.
- (c) Glucometres will be covered with no maximum limit.
- (d) Vision care allowance shall be provided at a rate of three-hundred dollars (\$300) every two (2) years.
- (e) Employee and Family Assistance Program.
- (f) Critical Illness coverage.

Note: Upon ratification (May 31, 2023), the Employer shall increase health practitioner coverages to \$400, with the exception of Dietician and Homeopath.

### **33.05 Employee Paid Long-Term Disability Plan**

The Employer will make available to employees an LTD Plan that will include the following terms:

- Disability definition: two years' own occupation.
- Elimination period: 180 days.
- Benefit: two-thirds of employee's normal monthly income, to a maximum benefit of \$4,000/month.
- Return to work assistance provided.

Provision of the LTD Plan will be based on the following requirements and principles:

- Compulsory enrolment for all benefit-eligible employees;
- Premiums will be 100% employee-paid, through payroll deductions;
- Continued payment of premiums by employees required at all times in order to retain benefit coverage, including while on any

leave of absence:

- The Employer's sole responsibility is limited to facilitating payment of premiums by employees to the LTD Plan provider, and the Employer will have no responsibility or liability for the administration of or coverage under the LTD Plan; and
- Issues relating to the LTD Plan, eligibility, and/or coverage are not subject to the Grievance Procedure or Arbitration under the Collective Agreement, and are a matter between the individual employee and LTD Plan provider.

## **ARTICLE 34 - GROUP LIFE INSURANCE/ACCIDENTAL DEATH & DISMEMBERMENT**

**34.01** The Employer shall provide a mutually acceptable group life insurance plan.

**34.02** Effective Date of Certification, the plan shall provide (\$50,000) insurance coverage for post-probationary employees.

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

**34.04** The plan shall also include coverage for accidental death and dismemberment to a maximum \$50,000.

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

**ARTICLE 35 - RRSP**

**35.01** All regular employees who have completed their probationary period will be enrolled in a Group Registered Retirement Savings Plan (the “Plan”) and will receive Employer contributions to the Plan in the amount of 2% of their gross earnings.

**35.02** Employees will have the option of making contributions to the Plan in an amount of their choosing, by way of payroll deduction, but will not be required to do so in order to receive Employer contributions.

**35.03** The Employer will administer the Plan.

**35.04** Employees will be permitted to access or transfer their entitlement under the Plan upon their resignation or retirement from employment with the Employer, or during the course of their employment as permitted by the Plan.

**ARTICLE 36 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

**36.01** The Employer and the Union agree to cooperate in the 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 of four (4) shall be as between the Employer and the Union, with equal representation of two representatives each and with each party appointing its own representatives.

The Employer and the Union will each appoint no more than four (4) persons to serve on the Committee, unless otherwise

mutually agreed.

- (b) The employee members(s) of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in committee meetings, workplace inspections and accident investigations at the request of the Committee pursuant to the WorkSafeBC Industrial Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.

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

### **Ergonomics**

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

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

- ii) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate while attending meetings of the Joint Committee, workplace inspections and accident investigations at the request of the Committee pursuant to the WorkSafeBC Industrial Health and Safety Regulations.
- iii) The Occupational Health and Safety Committee may use the resources of the WorkSafeBC to provide information to the Committee members in relation to their role and responsibilities. The Committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, violence, 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.

### **Aggressive Residents**

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

### **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 to work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and residents should expect to be treated in an environment where the risk of violence is minimized.

### **Training and Orientation**

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

### **(d) Violence Program**

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

- i) The development of control measures and guidelines regarding violence prevention.
- ii) An annual report of violence prevention activities which will be posted at the worksite.
- iii) Risk assessments and the reporting of them.
- iv) Ongoing employee education and training.

### **Right to refuse Unsafe Work**

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

## **36.02 Communicable Diseases**

In-service training will be provided and may include precautions (standards, contact, airborne, blood borne) to be observed, and cleaning, and handling procedures concerning resident care, resident environment and resident belongings and articles of use.

### **36.03 Working Alone or in Isolation**

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

### **36.04 Employee Workload**

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

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

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

Where the employee is working short staffed, that employee shall be paid a premium of \$2 per hour for short staffed hours worked during the night shift.

### **36.05 Critical incident stress defusing**

A workplace critical incident is an event (i.e.) injury, fatality, or robbery, etc.) 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 the worker'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.

### **ARTICLE 37 - TRANSPORTATION ALLOWANCE**

Employees who use their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of sixty-one cents (\$0.61) per kilometre.

### **ARTICLE 38 - CHANGE IN AGREEMENT**

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

### **ARTICLE 39 - PRINTING OF THE AGREEMENT**

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

### **ARTICLE 40 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

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

### **ARTICLE 41 - VARIATIONS**

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



Attachments to this Agreement.

## **ARTICLE 42 - SAVINGS CLAUSE**

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 5 of the Collective Agreement.

## **ARTICLE 43 - PROFESSIONAL RESPONSIBILITY CLAUSE FOR LPN'S**

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

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

LPN's with a concern will discuss the matter with their immediate supervisor with the objective of resolving the concern and may be accompanied by a steward.

If the matter is not resolved to the employee's satisfaction, the matter may be referred to the General Manager and may be accompanied by a steward. The General Manager shall respond in writing within fourteen (14) calendar days of the meeting.

**ARTICLE 44 - INDEMNITY**

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

**ARTICLE 45 - EFFECTIVE AND TERMINATING DATES**

(a) This Agreement shall be effective from September 1, 2022 and shall remain in force and be binding upon the parties until August 31, 2025 and from year to year thereafter unless terminated by either party on written notice served during the month of June.

All notices on behalf of the Union shall be given by the Staff Representative and the Administrator shall give similar notices on behalf of the Employer.

Where either party prior gives no notice, both parties shall be deemed to have been given notice under this section.

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

(c) It is agreed that the operation of Subsection 2 of Section 50 of the B.C. *Labour Relations Code* is excluded from this Agreement.

**(d) Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this Agreement until such time as either party discontinues negotiations after the completion of the term of this Agreement.

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

**(e) Effective Date of Agreement**

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

**ARTICLE 46 - MORE FAVOURABLE RATE OR CONDITION**

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

**ARTICLE 47 - CRIMINAL RECORD CHECKS**

Should the Employer lose a submitted criminal records check of a current employee the Employer will pay the cost of the subsequent Criminal Records Check if necessary.

**ARTICLE 48 - ELECTION DAY**

Employees will be entitled to the following consecutive hours from their shift between the hours of the opening and closing of the poll on polling day are entitled to cast their ballots:

- Provincial elections – 4 consecutive hours
- Federal elections – 3 consecutive hours

**ARTICLE 49 - VOLUNTEERS**

It is agreed that volunteers have a role to fill in the operation of a long-term facility and are an important link to the community being served. Volunteers shall be supernumerary to established positions in the bargaining unit and will not result in the layoff of bargaining unit employees, nor will volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the current practice regarding the use of volunteers, as of the date of this agreement, is consistent with the above.

## **ARTICLE 50 - NO CONTRACTING OUT**

### **50.01 No Layoff of Employees**

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

### **50.02 Exceptions**

The Employer has the right to contract for services when:

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

**WAGE SCHEDULES**

<b>Description</b>	<b>Steps</b>	<b>Current Rate</b>
<b>LPN</b>	Start	\$ 26.98
	1,950 hours	\$ 27.89
	3,901 hours	\$ 28.61
<b>Care Aide / Recreation</b>	Start	\$ 20.48
	1,950 hours	\$ 20.88
	3,901 hours	\$ 21.27

**ADDENDUM #1**

**Re: Casual Employees**

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- 1) The Employer may call in casual employees to perform work for the following reasons:
  - (a) Relief work in vacancies created by the absence of a regular full-time or regular part-time employee.
  - (b) Emergency relief.
  - (c) Unanticipated or irregular relief work.
  - (d) Intermittent and non-recurring work.
  
- 2) Where the Employer is aware that the position that is being filled by a casual employee will be in excess of sixty (60) days, the position shall be posted and filled pursuant to Article 13.
  
- 3) Part-time employees may also register for casual work, provided there are no overtime costs. A Part-time employee cannot accept shifts for casual work which results in working more than six (6) days in a row.

All straight-time hours worked by regular part-time employees accumulate for the purposes of sick leave and all benefits.
  
- 4) The probationary period for casual employees shall be four-hundred-and-fifty (450) hours worked.
  
- 5) Employees called in as casuals will be called in to work in order of seniority provided that they are qualified and capable of performing the work being assigned in the job classification for which they are registered.
  
- 6) For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between

the completion of one work shift and the commencement of the next. If eight (8) clear hours are not provided, overtime rates shall apply to the hours by which the time off fell short of eight (8) clear hours.

- 7) Seniority List – A master casual employee seniority list shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to March, June, September, and December in each year (the “adjustment” dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.

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

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

- 8) Call in procedure – All calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call.

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

- 9) Regular employees may transfer to casual status provided that the Employer requires additional casual employees.

- 10) The parties agree that all terms of the Collective Agreement will apply to casual employees except where modified by specific provisions.
- 11) Casual employees shall receive four percent (4%) of their straight-time pay in lieu of scheduled vacations and four-point-eight percent (4.8%) in lieu of statutory holidays on each pay-cheque.
- 12) The Employer shall only be obliged to call an employee for those days and shifts the employee has identified as being available.
- 13) Casual employee's who accept a shift have the same obligation to fill the shift as a regular employee.
- 14) A casual employee will provide the Employer with monthly availability list by the 5<sup>th</sup> of the month for the following month. The Employer must respond to availability for advanced pre-booking for the following month by the 15<sup>th</sup> of each calendar month.

The Employer shall only be obliged to call an employee for those days and shifts the employee has identified as being available.

Any changes to their stated availability must be communicated to the Employer in writing with as much notice as possible.

Causal employees are obligated to work any three shifts in a three month period or they may be deemed resigned.

A Casual employee who refuses work opportunities on three occasions in a three (3) month period, where they have indicated availability, shall be sent a registered letter requesting a bona fide reason for their refusal. If no bona fide reason or no response the casual may be deemed



resigned.

A Casual employee may be deemed resigned from the casual list if they have not accepted a shift for a period of three months.

- 15) If a casual or part-time employee posts into a temporary position that is benefit-eligible, the employee will be temporarily enrolled in the Employer benefit plan after completing five (5) months of continuous service in the position. Such benefits shall continue for the duration of the temporary posting and will be cost shared under the terms of Article 33.

## **ADDENDUM #2**

### **Re: Electronic Casual Call Out**

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Either Party is able to serve notice, with 30 days written notice, to revert to the call out language found in the body of the Collective Agreement. If issues arise the parties would meet and try and resolve these before serving notice as above.

### **Terms and Conditions for Casual Employees**

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

- (i) The Employer shall maintain a casual registry for each classification in which casual employees may be used. Qualified employees may register for more than one classification subject to operational needs for extra casual employees in that classification. Seniority within each classification registry is based on facility wide seniority. Each casual employee shall submit a phone number to the Employer at which they can be contacted for relief work. At the employee's option, they may also submit a text number or email and indicate their preference (text or phone) of how they wish to be contacted for relief work.
- (ii) The Employer shall commence by calling/contacting the most senior qualified employee or by electronically contacting a group of employees in the registry, including those employees working at the time the shift is called out. Only one call need be made to any one casual employee provided that the phone shall be permitted to ring eight (8) times. Where an answering machine is in place a message will be left relaying the date and time of the call, as well as the details of the relief work being offered. If the message is not returned within the time limits set out in section (iv) below, the next senior casual who responds within the time limits shall be awarded the relief work.

- (iii) If the casual employee who is being called/contacted fails to answer, does not return the message within the time limits, declines the invitation to work or is unable to work, the Employer shall then call/contact the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
- (iv) When a casual employee has indicated a preference for email or text, the Employer may contact those employees by text message or email instead of by phone as per a, b, and c below. Employees without text options registered shall be called as above at the phone number provided. Where email is used, group messages shall be blind copied to protect the privacy of the employee's personal email address or cell phone numbers. Where the Employer uses group texting it shall be done through a reputable service provider.
- a) Where a vacancy is known less than 8 hours in advance, the casual employees shall have 15 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- b) Where a vacancy is known more than 8 hours in advance, but less than 24 hours in advance, the casual employees shall have 30 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- c) Where a vacancy is known more than 24 hours in advance, but less than 72 hours in advance, the casual employees shall have 2 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- d) Where a vacancy is known more than 72 hours in advance, the casual employees shall have 8 hours to

respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.

- (v) Where a block of shifts remains unfilled after exhausting the registry, the block may be broken up and the casual employees shall be called / contacted again in order of seniority.
- (vi) All calls as per the above shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work, or fails to answer the telephone or if a message was left, and the signature of the person who made the call. All emails and text messages shall also be retained/recorded as part of the call log book. In the event of a dispute, the Union shall have reasonable access to the log book (including emails and texts) and shall be entitled to make copies.
- (vii) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.
- (viii) All electronic communications regarding relief work shall include the following in the message:
  - a) Time of the electronic call out.
  - b) Details of relief work being offered, including date, location and shift times.
  - c) Appropriate response time (see above).

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**PRO VITA CARE MANAGEMENT INC.  
BROCKLEHURST GEMSTONE CARE CENTRE**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Rates of Pay**

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

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

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

**Signed For The Union:**

**Signed For The Employer:**



Jim Calvin  
Bargaining Representative



Grady Tyler  
Chief Spokesperson

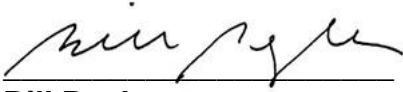
March 14, 2024

April 11, 2024

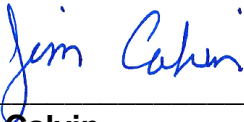
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**Date**

**SIGNED ON BEHALF OF  
THE UNION:**

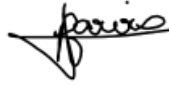


**Bill Pegler**  
Coordinator of Private Sector  
& Special Projects



**Jim Calvin**  
Bargaining Representative

**SIGNED OF BEHALF OF  
THE EMPLOYER:**



**Rebecca Jarvis**  
Director of Human Resources  
and Operations



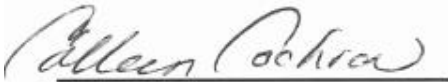
**Grady Tyler**  
Chief Spokesperson



**Brad Olexson**  
Bargaining committee member



**Caroline Johnson**  
Bargaining committee member



**Colleen Cochran**  
Bargaining committee member



**Lynn McInnes**  
Bargaining committee member

March 14, 2024

**Date Signed**

April 11, 2024

**Date signed**