

**COLLECTIVE AGREEMENT**

**BETWEEN**

**1084805 B.C. LTD.  
THE VILLAGE LANGLEY  
(The “Employer”)**

**AND**

**HOSPITAL EMPLOYEES' UNION  
(the “Union”)**



**July 26, 2022 – July 31, 2025**

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**PREAMBLE:**

Simply put, the purpose of The Village Langley, and all those who work here, is to enable the well-being of those we serve. The Village aspires to be much more than a community that supports and cares for people living with a dementia diagnosis. We strive to be a place where, through the dedicated service of our team members, each Resident has an enriched living experience and lives their own best life, each-and-every day. The role of a Village team member is to facilitate an enriched living experience for each Villager by fostering and nurturing relationships; enabling Villagers to control and manage their day; enabling feelings of safety, security & connectedness to people and things that matter to each person; establishing trusting relationships with families; enabling learning of new things and making meaningful contributions within The Village and surrounding communities. Our success is largely determined by the amount of joy, love and laughter experienced by each of those we serve.

**ARTICLE 1 - PURPOSE OF THE AGREEMENT**

**1.01** The purpose of this Agreement is that the parties wish to establish the orderly and speedy consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the resolution of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent.

**1.02** The Union and the Employees recognize that the Employer's business functions in a competitive and unique industry providing accommodations and services for seniors, which differ greatly not only from government funded facilities but also other assisted and independent senior living residences, and therefore, the parties jointly recognize this distinction and agree that this Agreement should give effect for the efficient maintenance of high quality services for residents in a caring and cooperative enriching environment, reflective of the uniqueness of The Village Langley and as well as one which is safe, harmonious

and rewarding for all.

**1.03** 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.

#### **1.04 No Discrimination**

The Employer and the Union subscribe to the principles of the *Human Rights Code* with respect to the employment of employees in the bargaining unit, which includes assuring a work environment free from discrimination, including harassment.

### **ARTICLE 2 - RECOGNITION OF THE UNION**

**2.01** The Employer recognizes the Union as the sole bargaining agency on behalf of the Employees excluding Household Leaders, Supervisory positions, and all positions above Supervisor for whom the Union has been certified as bargaining agent.

#### **2.02 Union Shop**

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

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

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall

advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

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

- Article 7.01 - Grievance Procedure
- Article 7.02 - Dismissal/Suspension for Alleged Cause

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

The Employer agrees to the monthly check-off of Union dues, assessments, initiation fees and written assignments or amounts equal to Union dues, provided there are sufficient wages owing the employee to cover the deductions.

Such deductions shall be remitted to the Union within a period not to exceed twenty-one (21) days after the date of deduction and, as a condition of continued employment. Employees shall sign a wage assignment covering such deductions.

The Employer shall show Union Deductions on the employees T4.

The Employer agrees to sign into the Union all new employees whose jobs are in the bargaining unit, in accordance with the provisions of Article 2.02.

Twice every calendar year in January and July the Employer shall provide to the Servicing Representative of the Union and the Secretary Treasurer of the Local, a list of all employees in the bargaining unit, their job titles, addresses, personal emails and phone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel to [memberupdates@heu.org](mailto:memberupdates@heu.org).



## **2.04 Employer and Union to Acquaint New Employees**

New employees shall be advised of the name and location of the respective Union Steward. The Employer will provide an opportunity for the new employee and respective Union steward to meet during regular working hours for a period not to exceed fifteen (15) minutes without loss of pay or benefits, during the first thirty (30) days of employment. The time being paid to the Union Steward to do this presentation will only be paid by the Employer if the presentation occurs during the employee's scheduled hours of work. No overtime shall be paid by the Employer. The time of the meeting shall be arranged between the General Manager or designated and the Union local Steward. The Employer will inform the Secretary Treasurer of the Local of all new hires within the first two (2) weeks of employment.

New employees shall be provided with written or electronic copy of the Collective Agreement in the New Hire Package.

## **ARTICLE 3 - DEFINITIONS**

For the purpose of this Agreement:

**3.01** "Employer" means 1084805 B.C. Ltd. – The Village Langley.

**3.02** "Union" means the Hospital Employees' Union (H.E.U.), hereinafter referred to as "the Union."

**3.03** "Bargaining Unit" is the unit comprised of all employees of the Employer described in Article 2.01.

**3.04** The terms "regular pay" and "straight pay" when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule "A".

**3.05** An emergency is an event or situation out of the control of the Employer.

**3.06** Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

### **3.07 Regular Full-Time Employees**

A regular full-time employee is one who is regularly scheduled to work on a full-time basis as defined in Article 17.

### **3.08 Regular Part-Time Employees**

A regular part-time employee is one who is regularly scheduled to work less than a full-time employee as defined in Article 17.

### **3.09 Casual Employees**

A casual employee is an employee in respect of whom there is no regular schedule of work.

### **3.10 Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 7.01 – Grievance Procedure.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The Union recognizes and acknowledges that all management rights and prerogatives are vested with the Employer and without limiting the generality of the foregoing the exclusive functions of the Employer shall include the following rights:

- (a) to determine and establish standards and procedures for the accommodation, services, care, welfare, safety and comfort of the residents of The Village Langley;
- (b) to maintain order, discipline, efficiency, competitiveness in the market and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices from time to time to be observed by its employees. The Employer

- reserves the right to amend or introduce new rule(s) from time to time;
- (c) to select, hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause;
  - (d) to determine the nature and kind of business conducted by the Employer, the kinds and locations of its operations, the services to be rendered, the kinds or machines to be used, the methods of operating and control of materials or goods to be used;
  - (e) to have the right to plan, direct and control the work of the employees and the operations of the Employer. This includes the right to introduce new and improved methods, facilities, equipment, and to direct and control the amount of supervision necessary, combining or splitting up of departments, or classifications, or work locations, work schedules, and the increase or reduction of personnel in any particular area, or on the whole, and the number of employees required for the Employer's purposes and to establish starting and quitting times;
  - (f) to determine the services to be supplied, the standard of service, the number of shifts, job content and requirements; to determine qualifications of employees, and the standard of performance, including the training and other requirements as established by the Employer or under any applicable legislation.

## **ARTICLE 5 - NO STRIKE OR LOCK OUT**

### **5.01 No Strike or Lockout**

There shall be no strike or lockout during the term of the Collective Agreement.

The term "strike" or "lockout" will be defined in the *BC Labour Relation Code*.

## **ARTICLE 6 - STEWARDS AND COMMITTEES**

### **6.01 Union Committee (Stewards)**

- (a) It is mutually agreed that where negotiations or grievances are being conducted between the parties, the Union will elect, designate or otherwise select a committee consisting of three (3) representatives (Union Stewards) and two (2) alternates.
- (b) All members of the committee shall be current employees of the Employer who have completed their probationary period.

**6.02** It is agreed that the first responsibility of Union stewards is to perform their regular duties and responsibilities for the Employer and they shall not leave their regular duties without first obtaining permission from their immediate supervisor, General Manager or Designate. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a Union steward is required to enter an area within The Village Langley in which they are not originally employed, they shall report their presence to the supervisor in the area immediately and they shall request permission upon entering it. Such permission shall not be unreasonably withheld.

### **6.03**

- (a) Where the absence of more than one Steward, or Union Committee member, shall interfere with the proper operation of the department, then no more than one Steward or Committee member shall be given a leave of absence to transact Union business at any one time.
- (b) When a Steward, or Union Committee member, is the only Union employee in a department or where their absence would unduly interfere with the proper operation of the department, then such Steward may be refused leave of absence to transact Union business.

**6.04** In the performance of their duties as a Steward, the Steward shall not interrupt the normal operations of The Village Langley and shall complete their duties as a Steward as promptly as possible. When resuming their regular duties and

responsibilities, such Steward shall again report to their immediate supervisor, General Manager or Designate.

### **6.05 Labour Management Committee**

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, including any written outline of changes contemplated by the Employer which shall affect the terms of this Agreement, the following will apply:

- An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory and a minimum of three (3) times per year, a request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by a draft copy of the agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.

**6.06** The Employer shall pay representatives and Committee members their respective regular wages for all time lost from regularly scheduled hours attending grievance meetings and other meetings with the Employer, up to but not including the arbitration stage or the negotiation of the Agreement and renewals thereof.

**6.07** The Union will supply the Employer with the names of its Stewards.

### **6.08 Representation when being Suspended or Terminated**

When the Employer intends to suspend or terminate an employee, that employee will have the right to have a Steward or Union Representative present at the meeting where the suspension or termination will occur.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.01** For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable. Grievances shall be processed in the following manner:

### **Step One:**

The employee with or without their Steward (at the employee's option), shall first discuss the matter with their immediate supervisor within seven (7) days of the occurrence of the matter giving rise to the grievance. The grievance shall be discussed and, if possible, resolved at this step. Should it not be resolved within fourteen (14) days of this meeting then it may be moved to Step Two.

### **Step Two:**

The grievance shall be reduced to writing by:

- (i) Recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose; and,
- (ii) Stating the Article or Articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction sought after required.
- (iii) The grievance shall be signed by the employee and a Steward.
- (iv) The grievance shall then be submitted to the General Manager or designate who shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented.

A meeting may be held by mutual agreement within seven (7) days of the General Manager or designate acknowledging receipt of the grievance. Within seven (7) days of receipt of the grievance or seven (7) days following the meeting, whichever is later, the General Manager or designate shall give a written reply to the grievance and shall copy the Union representative.

If the grievance is not resolved, then it may be moved to a meeting at Step 3 within seven (7) calendar days of receiving the Employer's Step two written response.

### **Step Three:**

Upon the Employer receiving written confirmation that the grievance is proceeding to Step 3, the grievance shall be discussed at a meeting between a Representative designated by the Union and the General Manager and/or designate within seven (7) days. If the matter is not resolved, the Employer representative shall give written reasons for denying the grievance. A written response to the grievance shall follow the meeting within seven (7) days. If the grievance is not resolved, the grievance may then proceed to Arbitration, in accordance with Article, 8 within thirty (30) days.

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

Employees who are dismissed or suspended for alleged cause shall have the right within seven (7) days after the date of dismissal or suspension to process a grievance directly to Step 3.

**7.03** The time limits may be changed by mutual agreement of the parties. Where the grievance is not forwarded to the next stage of the grievance procedure within the time limits as outlined, it shall be deemed to have been withdrawn unless reasonable arguments for the delay are presented.

### **7.04 Policy Grievance**

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an Article to the Agreement, the dispute shall be discussed initially with the Employer, their designate, or the Union within fourteen (14) days of the occurrence. Policy Grievances are submitted at Step 3. Where no satisfactory resolution is reached, either party within a further twenty-eight (28) days may submit the dispute to arbitration as set out in Article 8 of this Agreement.

**7.05** Agreements reached under the grievance procedure at Step 3 between the representatives of the Employer and representatives of the Union will be final and binding upon the Employer, the Union and the employee(s).

### **7.06 Sunset Clause**

An employee shall be given a copy of any disciplinary document. Any such discipline shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided the employee's personnel file does not contain a further record of any disciplinary action, provided the employee has not been absent for thirty (30) consecutive days during this time. If they have been absent for thirty (30) consecutive days or more, they will have the period extended by the corresponding amount of time.

The disciplinary document resulting in Villager mistreatment be removed from the Employee file after the expiration of twenty-four (24) months from the date it was issued, provided the employee's personnel file does not contain a further record of any disciplinary action, provided the employee has not been absent for thirty (30) consecutive days during this time. If they have been absent for thirty (30) consecutive days or more, they will have the period extended by the corresponding amount of time.

**7.07** Unless referred to otherwise, "days" in Article 7 refers to business days.

## **ARTICLE 8 - ARBITRATION**

**8.01** Either party may refer any grievance, dispute or difference unresolved through the procedure(s) in Article 7 Grievance Procedure to a single Arbitrator. The Arbitrator shall have the power to determine if any matter is arbitrable and to determine the question to be arbitrated.



**8.02** No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

**8.03**

(a) The party requesting arbitration shall notify the other party of its intent to arbitrate and shall include the name of proposed Arbitrator from among the following:

- Allison Matacheskie
- Corinne Bell
- Elaine Doyle
- Ken Saunders

(b) By mutual agreement, the parties may decide not to use one of the arbitrators from the list above. If the parties fail to agree upon an Arbitrator within twenty-one (21) days either party may request the Director, Collective Agreement Arbitration Bureau, to make the appointment.

**8.04** Each party shall be responsible for its own expenses and the expenses of the Arbitrator shall be shared equally by the parties.

**8.05**

(a) If no written request for arbitration is received within thirty (30) days after the decision under Step 3 is given, the grievance shall be deemed to have been withdrawn.

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator/arbitrator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator/arbitrator.

**8.06** The Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

**8.07** The decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

**8.09** Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.

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

## **ARTICLE 9 - INCREMENTS**

Employees will progress on the wage schedule within their classification on the basis of regular hours paid (including hours paid during the probationary period) with the Employer.

## **ARTICLE 10 - PROBATIONARY PERIOD**

**10.01** A newly hired employee must successfully complete a probationary period of four-hundred-and-fifty (450) hours worked.

The purpose of the probationary period is to assess the employee's abilities, suitabilities, and commitment for employment at The Village Langley.

“Abilities” refers to the question of whether the employee can meet the expectations of performance in the position.

“Suitabilities” is the question of whether the employee can work in this work environment, and with the other employees.

“Commitment” is the question of whether the employee can fulfill the commitment made with the Employer.

If the Employer concludes an individual lacks either the abilities, suitabilities, or commitment then the individual's employment will be concluded. This can occur at any time during the probationary period at the Employer's discretion.

Where the Employer feels that an extension of the probationary period is in the best interest of the Employer and the probationary employee, they may extend the probationary period. The Employer will inform the Union of this extension and the Employer will provide the employee with a written letter stating the extension and provide a copy to the Union.

**10.02** Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purposes of determining perquisites.

## **ARTICLE 11 - EVALUATION REPORT/PERSONNEL FILES**

### **11.01 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read, review and sign acknowledging receipt of the evaluation. The form shall provide a comment section. The employee shall receive a copy of the evaluation at the time and a copy will be placed in the employee's personnel file.

### **11.02 Personnel File**

An employee, or the Secretary-Business Manager of the Union, with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference and/or make copies of any required documents. The Employer may charge a minimal cost for required copies.

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

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

purposes of the proper application of this Agreement or as required by law.

Any written confirmation of a disciplinary action will be provided to the employee and copied to a Union steward. The employee shall acknowledge receipt of the letter by initialing it. Initials on a document do not indicate agreement or disagreement with the contents.

## **ARTICLE 12 - SENIORITY**

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.

Straight-time hours for the purposes of this Article shall also include:

- a) paid holidays;
- b) paid vacation;
- c) leave while in receipt of wage-loss benefits under the *Workers' Compensation Act*;
- d) paid sick leave;
- e) approved leaves subject to and as per Article 22.

**12.01** All regular full-time and part-time employees shall accrue seniority based on all hours paid, up to and including one-thousand-nine-hundred-and-fifty (1,950) hours by calendar year.

### **12.02 Loss of Seniority**

An employee shall lose all seniority and their employment shall be deemed to be terminated if they:

- (a) voluntarily resigns, terminated during probationary period, retires or is discharged for just cause; or
- (b) are absent from work without a reasonable explanation for two (2) or more consecutive days for which they are scheduled to work; or

- (c) fail to respond to a notice from the Employer to return to work without a satisfactory explanation within 3 days of the receipt of the notice of a recall from lay-off;
- (d) fail to report to work after being recalled from layoff on the date mutually agreed;
- (e) are absent from work for more than twenty-four (24) months by reason of layoff;
- (f) have been granted a leave of absence of any kind and who overstays their leave, unless they obtain permission or provides a satisfactory explanation, shall be considered to have terminated their employment without notice;
- (g) utilizes a leave of absence for reasons other than those for which it was granted; and

**(h) Medical Examination, Vaccination and Inoculation**

Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation, and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation, or other immunization, it shall be at the Employer's expense if not covered by benefits.

**12.03** Seniority lists shall be reviewed and posted every six (6) months (February 1<sup>st</sup> and August 1<sup>st</sup>). Such seniority hours paid shall be subject to correction for error upon proper representation by the Union, within two (2) months of the Union's receipt of the seniority hours paid. Upon request, the Employer agrees to make available to the Union the seniority hours of any employees covered by this Agreement.

**ARTICLE 13 - JOB POSTING**

**13.01 Criteria for Promotion, Appointment or Selection**

In all cases of staff transfers, promotions, or in any other similar situation in which staff are compared, the relevant qualifications, skills, abilities, experience and commitment will

be compared. Where those factors are relatively equal among the candidates, seniority will be the deciding factor.

The Village Langley will post jobs vacancies, including, in some circumstances, temporary vacancies, according to the following procedure.

The posting will indicate:

- a) the department;
- b) the position;
- c) the anticipated starting date;
- d) the qualifications required;
- e) for a temporary posting, the anticipated duration;
- f) the approximate number of shifts per pay period, understanding that is not a guarantee of work;
- g) the supervisor to whom the application should be directed, the closing date of the posting, and the location of the application forms.

Initial vacancies shall be posted for at least seven (7) consecutive calendar days. Subsequent vacancies will be posted for at least four (4) consecutive calendar days. Applications must be submitted in writing to the manager in charge by end of day on the last day of the posting.

Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a call-in or temporary basis with part-time or casual employees by seniority for a maximum of six (6) weeks. Vacancies known to be for six (6) weeks or longer may be posted per the above.

All applicants will be assessed according to the criteria for promotion, appointment, or selection, as set out in this Agreement. If there are no successful applicants for any posting, the Employer reserves the right to fill the position externally or re-post at a later date.

**13.02** All applications received will be considered within ten (10) days of the end of the posting procedure. Staff will be advised of the successful applicant and will post a notice of the successful applicants.

The successful applicant will be placed in the new position on a trial basis for a period of 150 working hours. If, during that time, the employee decides they do not wish to continue in that position, they may advise the Employer, and they will be returned to their former position. If during that time, the Employer decides the employee should not continue in that position, the Employer will advise the employee, and the employee will be returned to their former position.

Any other employee promoted, transferred, or reassigned because of the original appointment will also be returned to their original position.

If an applicant is returned, the Employer will then give further consideration to any other employee who may have applied for the original posting, before reposting the position, or filling the position in some other manner.

### **13.03 Temporary Vacancies**

Temporary vacancies are positions that become vacant due to a leave of absence provided for under this Agreement and cannot be filled on a permanent basis. The Employer may fill a temporary vacancy not known to exceed six (6) weeks without posting the position.

An employee returning from leave of absence shall have the right to return to their former position, providing it still exists. In instances where an employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a casual or part-time employee is the successful applicant, the casual or part-time employee shall retain their casual or part-time

status during the temporary full-time period.

An employee filling a temporary vacancy shall not bid on any other temporary posting until the end of their temporary position unless the new temporary posting has a substantial increased duration or is a higher rate of pay.

Any other employee promoted, transferred or reassigned because of the original appointment will also be returned to their previous position.

## **ARTICLE 14 - JOB DESCRIPTIONS**

**14.01** The Employer shall draw up job descriptions for all existing and newly created classifications in the Bargaining Unit. These shall be presented electronically to the Local Chairperson and Union designate.

**14.02** In the case of a newly created classification, or where an existing classification is changed to the extent that it becomes a new classification, the Employer shall remit such job descriptions and the remuneration proposed, as outlined above.

**14.03** The Union will have forty (40) calendar days to object to the remuneration of the new classification in relation to the wage rates of existing classifications in the Bargaining Unit.

**14.04** The parties will meet at Step Three of the grievance procedure to review the remuneration. If an agreement cannot be reached the issue of remuneration may be submitted to Arbitration. The Board or the Sole Arbitrator as the case may be, shall decide the remuneration based on the relationship of the new classification to existing classifications in the Bargaining Unit.

**14.05** Any decision to adjust the wage rate, either by the parties, or by the Board, shall be retroactive to the date the complaint was filed.



## **ARTICLE 15 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

### **15.01 Preamble**

The intent 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.

### **15.02 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 Village Langley.

### **15.03 Notice of Displacement**

The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change as described in Article 15.02.

Employees affected by technological change shall be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability.

### **15.04 Bumping**

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a position in line with seniority provided such transfer does not affect a promotion and provided, further, the employee possesses the skills, abilities and qualifications to perform the work of the position. Employees affected by such rearrangement of jobs shall similarly transfer to positions in line with their seniority, provided they have the skills, abilities and qualifications to perform the work of the position.

A transfer under this section shall not be deemed to affect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of five percent (5%) of their existing pay rate.

The Union will advise the membership that they should facilitate and expedite the job selection and bumping process and will communicate their decision within seven (7) days of the notice of displacement.

### **15.05 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 16.

## **ARTICLE 16 - LAYOFF AND RECALL**

**16.01** In the event of a lay-off of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the *Employment Standards Act*, as amended. The Employer will also provide the Union Representative an electronic copy. This copy is not in addition to required notice for individual employees.

**16.02** Notice of layoff shall not apply where an Employer can establish that the layoff results from an emergency or act of God, fire, or flood.

### **16.03 Lay-Off Procedure**

- (a) In the event of a layoff of a permanent or long-term nature, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, provided that the remaining employees possess the skills, abilities, and qualifications to perform the work;
- (b) An employee who is subject to lay-off shall have the right to

either:

- i. accept the lay-off; or,
  - ii. displace an employee with lesser seniority, provided that the employee who is subject to lay-off has the skills, abilities, and qualifications to perform the work of the position.
  - iii. The Employer will provide the employee who is subject to lay-off with a list of employees with lesser seniority. The employees' decision to choose either (i) or (ii) above shall be communicated in writing to the General Manager within seven (7) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.
- (c) A laid-off employee may register on the casual list provided they have the skills, abilities and qualifications to perform the available work.

#### **16.04 Recall Procedure**

- (a) An employee will have twenty-four (24) months recall rights;
- (b) An employee shall have the opportunity of recall from a lay-off to an available opening on the basis of last-off/first-on, provided the employee has the skills, abilities, and qualifications to perform the available work;
- (c) An employee must respond to a notice from the Employer to return to work within three (3) days of receipt of the notice of recall from lay-off, unless the employee provides a satisfactory explanation to the Employer for the failure to respond;
- (d) Notwithstanding paragraph (c) above, the time limits in that provision will be extended by two (2) weeks if the employee is required to provide two (2) weeks' notice of resignation to another Employer;
- (e) Notice of recall will be sent via registered mail.

### **ARTICLE 17 - HOURS OF WORK**

**17.01** The following is intended to define the normal hours of work for employees but shall not be interpreted as a guarantee of hours

of work per day or per week, or days of work per week.

- (a) The regular shift for full-time employees shall be seven-and-one-half (7½) working hours per day and seventy-five (75) hours bi-weekly.
- (b) Full-time employees may be scheduled on a 4 on / 2 off basis, or a 5 on / 2 off basis.
- (c) Part-time employees may have shifts of varying length and are regularly scheduled less than seventy-five (75) hours bi-weekly.

### **17.02 Work Schedule**

- (a) Work schedules covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Department Manager or designate one (1) week in advance of the posting of the schedule, for consideration.
- (b) The Employer will pre-schedule shifts such that there will be a minimum of eight (8) hours between the beginning of shifts and change-over of shift. All shift exchanges shall be approved in writing by the Department Manager. A shift exchange shall not be utilized to give away shifts or create overtime opportunities.
- (c) The Employer will schedule employees two (2) consecutive days of rest, employees shall not normally be scheduled to work more than five (5) consecutive days, except in the case of an exchange of shifts between employees.
- (d) The scheduling provisions above in (b) and (c) do not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at their own discretion.

### **17.03 Relief Periods**

- (a) Employees will be provided with two (2) 15 minute paid relief breaks within a regular seven-and-one-half (7½) working hour shift. In addition, they will be provided with one (1) 30 minute unpaid break.
- (b) Employees will be provided with two (2) 15 minute paid relief breaks and one (1) 30 minute paid break within a regular eight

- (8) hour shift.
- (c) Employees will be provided with one (1) 15 minute paid break and one (1) 30 minute unpaid break within any regular shift of six (6) hours.
- (d) Employees will be provided with one (1) 15 minute paid relief break within any regular shift of four (4) hours.
- (e) Employees on paid breaks are not allowed to leave the workplace. Employees on unpaid meal breaks may leave the workplace if they advise their manager or supervisor that they are doing so and sign-out if required.

#### **17.04 Part-time/Casual**

In addition to scheduled shifts, part-time and casual employees will be called in for all other shifts on a seniority basis, as set out in the Call-In Procedures.

#### **17.05 Continuous Operation**

The work week shall provide for continuous operation 24 hours per day 7 day per week.

#### **17.06 Split Shifts**

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

**17.07** Notwithstanding anything else in this Agreement related to call-in or shift length the parties understand the Employer's right to schedule education sessions for employees. Where such sessions fall on an employee's day off and the Employer requires the employee to attend, the session shall be no less than two (2) hours in duration. The employee shall receive straight-time hours for all hours.

#### **17.08 Extended Hours**

At the Employer's discretion and employee's acceptance, the Employer may have employees working extended hours and placed on averaging agreements in accordance with ESA.

### **17.09 Call-In Procedure**

Work Opportunities, which arise due to vacation or other temporary leaves or those which arise after the schedule has been posted, will be offered to eligible casual and part-time employees in accordance with the following:

- If a work opportunity arises, the Employer will call those casual employees in the classification, who are not already scheduled to work that day and where it will not create an overtime situation.
- The first work opportunity will be offered to the first eligible person on the list. The individual may decline the work opportunity or may not respond or be available to respond. In any of these cases, the work opportunity will be offered to the next person on the list, until it is accepted.
- If possible, the Employer will leave a message. If the employee returns the call before the work opportunity is accepted by another employee, the employee can accept the work.
- If the Employer has a number of opportunities, the Employer will offer the employees their choice of any of those opportunities with each call. The employee can select one or more of these opportunities with each call.

Only after the casual list has been exhausted will part-time employees be considered for call-in on a seniority basis, where such call-in would not result in overtime or any other premium payment.

## **ARTICLE 18 - OVERTIME**

**18.01** Overtime shall be paid for all authorized hours worked in accordance with the *Employment Standards Act*. Work performed in excess of seven-point-five (7.5) hours in a day will be paid at one-and-one-half times (1½ x) the employee's regular rate of pay and work performed in excess of twelve (12) hours in a day will be paid at two times (2x) the employee's regular rate of

pay. Work performed in excess of thirty-seven-point-five (37.5) hours in a week will be paid at one-and-one-half times (1½ x) the employee's regular rate of pay, but in calculating this amount only the first seven-point-five (7.5) hours worked in each day of the week are counted.

**18.02** In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Department Manager or their designate, the Employer shall not be responsible or liable for the payment of overtime that may result.

**18.03** Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

**18.04** Overtime will be offered in order of seniority among the employees on duty in the classification. In the case of an emergency, if no one accepts to work the overtime shift, it will then be offered to all other qualified employees in seniority order, if no on duty senior qualified employee is available to work overtime, it will be assigned to the junior qualified employee on duty.

**18.05** An employee required to work overtime following their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regularly scheduled shift. If eight (8) clear hours off of work are not provided, then overtime rates shall apply for the work performed on the next regularly scheduled shift until eight (8) hours have elapsed from the end of the overtime work.

## **ARTICLE 19 - COMPENSATION AND TEMPORARY TRANSFERS**

### **19.01 Relieving in Higher and Lower Rated Position**

In the event of an employee is required to relieve a higher-rated job, the employee shall receive the hourly rate of the position they

are relieving for any and all hours relieving.

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

**19.03** When an employee accepts voluntarily casual work hours at a higher or lower rated position, they will be paid the rate of the position.

**19.04 Weekend Premiums**

(a) Weekend premium – Effective date of Ratification, employees working the weekend shift shall be paid a shift differential of fifteen cents (\$0.15) per hour for the entire shift worked.

Effective July 1, 2024, employees working the weekend shift shall be paid a shift premium of twenty cents (\$0.20) per hour.

(b) **Definition of Shifts**

Weekend premium as per each hour worked between (0001 hours) Saturday and (2400 hours) Sunday.

**ARTICLE 20 - PAID HOLIDAYS**

**20.01** Employees who qualify shall receive the following paid (11) holidays:

- |                |                                           |
|----------------|-------------------------------------------|
| New Year's Day | Labour Day                                |
| Family Day     | National Day for Truth and Reconciliation |
| Good Friday    | Thanksgiving Day                          |
| Victoria Day   | Remembrance Day                           |
| Canada Day     | Christmas Day                             |
| BC Day         |                                           |

\*Canada Day to be observed on July 1.

**20.02** An employee is eligible for payment of holiday pay



provided the employee has been employed for at least thirty (30) calendar days.

**20.03** Qualified employees who are given a day off on a statutory holiday are paid an amount equivalent to an average day's pay.

Qualified employees who work on a statutory holiday are paid:

- (a) Time-and-a-half ( $1\frac{1}{2}$  x) for the first 12 hours worked and double-time (2x) after 12 hours, and
- (b) An average day's pay.

An average day's pay is the total regular earnings divided by the number of days worked in the previous thirty (30) calendar days.

**20.04** Employees may be required to alternate between Christmas and New Year's off each year. In the event there are too many requests for either holiday the deciding factor shall be which holiday the employee worked the previous year.

### **20.05 Float Holiday**

Employees will earn further float holidays based on one paid holiday, for each 600 hours worked, as defined under the heading Service-Hours Worked. These floats will be capped at two (2) per year and will be paid at on the basis of seven-and-one-half (7.5) hours worked (or at 10 hours worked if employee has signed an Averaging Agreement, such as the Health and Wellness Nurses) at the employee's regular pay rate, at the time the employee takes the holiday. Hours earned towards floats do not carry over from one calendar year to the next. The float holiday may be used at any time which is agreeable to the employee's manager, provided they submit their request in writing two weeks in advance, excluding emergencies.

Float holidays must be used within one-hundred-and-twenty (120) days of earning them. If a float has not been used within ninety

(90) days, the manager will have the right to schedule the float or pay it out.

If employment ends any earned float holidays will be paid out.

## **ARTICLE 21 - VACATIONS**

**21.01** For the purpose of calculating eligibility, the vacation year shall be based on the employee's anniversary date. Vacation pay is a percentage of earnings during the 12-month period in which vacation is earned.

### **21.02 Vacation Scheduling**

Regular employees become eligible to take paid vacation leave once they have completed one (1) year of continuous employment.

Vacation requests must be submitted by no later than January 31<sup>st</sup> for entire year. The approved vacation schedule will be posted at the worksite on or before February 28<sup>th</sup> each year. Requests on February 1<sup>st</sup> or later, will be considered on a first come first serve basis.

Scheduling of vacation shall be in accordance with seniority within a classification. Where an employee chooses to split their vacation, they shall have a maximum of four choices. Seniority shall prevail in the choice of vacation period but only after all other first vacation periods have been selected.

Employees failing to exercise their right to request vacation within the vacation selection time posted by the Employer will forfeit their seniority rights with respect to choose of vacation time. In such cases, after August 31<sup>st</sup>, the Employer reserves the right to schedule vacation time for the employee.

A maximum of one (1) week vacation time may be carried forward from one year to another, employees who wish to carry vacation

forward should notify the Employer by August 31<sup>st</sup>.

If the employee has not requested all their vacation leave, the Employer reserves the right to schedule.

**21.03** The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority but shall be finally determined by the General Manager having due concern for the proper operation of The Village Langley.

**21.04** Employees who have completed one (1) year of service receive two (2) weeks of vacation and 4% of the previous year's earnings.

**21.05** Employees who have completed three (3) years of service receive three (3) weeks of vacation and 6% of the previous years' earnings.

**21.06** Employees who leave the employ of the Employer shall be paid all vacation owing up to the date of departure.

**21.07** Vacation pay shall be paid on a proportional basis. That is, if there are two weeks of vacation, half the vacation pay is paid when the first week is taken, and half when the second week is taken.

## **ARTICLE 22 - LEAVE OF ABSENCE**

### **22.01 Unpaid Leave**

The General Manager may grant a written request for a leave of absence without pay if such leave may be arranged based on operational requirements of The Village Langley, for a maximum of one (1) month in duration. Applicants when applying must indicate the reason for the leave, date of departure and specify the date of return. All applications for leave must be submitted at least thirty (30) days in advance in writing, unless a satisfactory explanation for less notice is given to the Employer and accepted.

If a leave of absence is granted, the employee shall be advised in writing.

Employees will be required to utilize any and all vacation hours they have accrued to date prior to having an Unpaid Leave approved. The employee will be responsible for the total costs associated with any Health and Welfare Benefits.

This Leave will be granted at the sole discretion of the Employer. The Employer will not unreasonably deny the request.

### **22.02 Pregnancy and Parental Leave**

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act*.

### **22.03 Union Leave**

- (a) The Employer shall endeavour to grant unpaid leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of The Village Langley. The Employer shall continue to pay the normal pay and benefits of employees on approved Union Leave, and subsequently, bill the Union for that cost; the Union shall forthwith reimburse the Employer.
- (b) In requesting such leaves of absence, the employee must give at least fourteen (14) days' notice in writing to the Employer.
- (c) The Employer shall grant a leave of absence without pay to the members of the Union Committee for the purposes of negotiations for the amendment or renewal of this Agreement. Seniority and benefits shall accumulate during this leave.

### **22.04 Employment Standards Leaves**

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

- Leave respecting the disappearance of a child.

- Leave respecting the death of a child.
- Family responsibility leave.
- Critical illness leaves; and
- Compassionate care leave.
- Leave respecting Domestic or Sexual Violence.

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

Seniority and service will accrue if and as required under the *Employment Standards Act*.

## **22.05 Bereavement Leave**

- (a) Upon the death of an employee's spouse or child, stillborn child of 20 weeks or later not covered by pregnancy leave, an employee shall be granted leave of seven (7) consecutive days, to a maximum of five (5) days of pay following the day of death to grieve.
- (b) Upon the death of an employee's parent, grandparent, parent-in-law, sibling, or grandchild, the employee is entitled to five (5) consecutive calendar days off. The employee will be paid for scheduled shifts occurring during the five (5) days, to a maximum of three (3) days of pay.
- (c) In the event of the death of the employee's sibling-in-law, and any person who lives with the employee as a member of the employee's family, the employee is entitled to four (4) consecutive calendar days off. The employee will be paid for scheduled shifts occurring during the four (4) days, to a maximum of two (2) days of pay.
- (d) In the event of the death of another relative, the employee is entitled to two (2) calendar days off. If the employee is scheduled to work on the day of the funeral, or other equivalent ceremony, but instead uses this day as one of the two days off, and attends the funeral or other equivalent ceremony, the

employee will be paid for this scheduled shift.

- (e) In the event of a delayed interment, an employee may save one of the days identified above without loss of pay to attend the interment. For clarity, this is not in addition to the days paid in (a) above.

## **22.06 Jury And Witness Duty**

- (a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at The Village Langley, all employees are required to:
- 1) notify the residence immediately that she will be required to attend;
  - 2) present proof of service requiring the employee's attendance;
  - 3) pays to The Village Langley the full amount of compensation received, excluding mileage, traveling and meal allowance, and an official receipt thereof, and
  - 4) In consultation with her supervisor, or the General Manager, attends work whenever it would be practical to do so.
- (b) Provided these four requirements are met, The Village Langley will reimburse the employee for all regularly scheduled lost wages, up to a maximum of \$2,000. Anything above the \$2,000 would be at the discretion of the General Manager.

## **ARTICLE 23 - DRESS CODE / UNIFORM**

**23.01** The parties acknowledge that the Employer sets the standards of attire and dress code, for its employees.

**23.02** The Village Langley reserves the right however to designate uniform attire for some or all of our positions. If uniforms are required, any uniform supplied by the Employer will be laundered and maintained by the Employer.

**23.03** Employees must wear name tags, as provided by the Employer.

**23.04** During the probationary period, employees are expected to meet the standard of attire, as required.

**23.05** Employees must wear appropriate footwear, according to Occupational Health and Safety and the Employer's standards.

## **ARTICLE 24 - HEALTH AND WELFARE BENEFITS**

Employees who have completed the probationary period, and who hold a regular position, such that the employee is regularly scheduled to work at least seven-point-five (7.5) hours bi-weekly, are eligible to participate in the benefit program. Casual employees do not hold regular positions and are not eligible for benefits.

**24.01** Where a benefit is provided by an insurer, it is agreed and understood that any dispute regarding an employee's eligibility or entitlement to benefits will be between the employee and the insurer and will not be the subject matter of a grievance.

**24.02** The Employer's sole obligation in relation to any benefits is to ensure it makes the premium payments it is required to make.

**24.03** It is recognized and agreed that the Employer may from time-to-time change insurers or insurance carriers and it will not be a breach of this Agreement to do so. The Union will be informed before such changes occur.

**24.04** The Employer shall pay 100% of the premium for eligible full-time and part-time employees for a plan providing a basic life benefit.

Generally, this plan will provide for life insurance up to a \$10,000 maximum with an accidental death or dismemberment benefit, and subject to the terms of the plan. If an employee opts for

Dependent Life coverage, the Employer shall pay 100% of the premium for the coverage.

**24.05** The Employer shall arrange for a plan that provides for \$20,000 in Optional Life and Optional AD&D coverage. Employees who opt for this coverage are responsible for paying 100% of the premiums (i.e. premiums are 100% paid by the employee).

#### **24.06 Premiums**

The premiums are subject to proration, and premium sharing through a benefit credit.

Proration means we calculate the employee hours worked in a six (6) month period as a percentage of seventy-five (75) hours and use the percentage to determine the percentage of the benefit credit you earn. The proration is calculated in May and November each year. New proration rates will apply in June and December.

For example, if you regularly work forty-five (45) hours in a pay period, and a total of 585 hours in the six (6) month period, then 585 divided by 975, times 100, is sixty percent, and that is your proration. In the case of those employees who signed an Averaging Agreement, such as the Health and Wellness Nurses, the same would apply, except that the total hours worked in a six (6) month period would be divided by 840 to determine the proration.

Hours worked include hours actually worked, hours which by legislation must be treated as hours worked, and the following hours:

- Hours which are paid, but not worked, because of bereavement,
- Paid holidays, based on the hours that would have been worked, regardless the amount of holiday pay.
- Float holidays, based on hours paid,



- Hours which were not worked because employee on vacation.

### **Benefit Credit**

The benefit credit is provided based on the first two pays paid in a calendar month. If there is a third pay paid in a month, there isn't any benefit credit for that pay.

The Benefit Credit is the maximum credit an employee can earn if the employee regularly works seventy-five (75) hours biweekly. It is \$60 per pay period, or \$120 per month.

If you enroll in a benefit and the credit does not pay all of the cost of that benefit, the rest of the cost will be deducted from your pay. When you enroll in benefits, you will have to sign an authorization to allow the Employer to deduct these costs from your regular pay.

### **24.07 Effect of Absence**

Unpaid – During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of seniority, salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence.

Pregnancy/Parental Leave – If the leave is based on a pregnancy or parental leave, then provided the employee is enrolled in the benefits as of the date the leave began, and provided they pay in advance on a monthly basis their share, if any, of the premiums, then the Employer will continue to pay its portion for the duration of the leave, or until it has paid the amount it would normally pay for the duration of the leave unless they have provided written notice they wish to discontinue the benefit coverage during the leave or fails to pay the premiums in advance on a monthly basis.

If absent due to compensable injury, then provided the employee is enrolled in the benefits at the time the injury occurred, and provided the employee pays their portion, if any, of the premiums, on a monthly basis, the Employer will continue to pay its portion of the premium for the duration of the leave, to a maximum of one year.

If absent due to a personal illness or injury, then provided the employee was enrolled in the benefits at the time the leave began, and provided the employee pays in advance their portion, if any, of the premium, the Employer will continue to pay its portion of the premium for the first calendar month.

In all of these cases, provided the Employer accepts the validity of the continuing absence, the Employer will allow the employee to continue to participate in the benefits in which the employee was enrolled, provided the employee pays in advance on a monthly basis the entire premium. However, in every case, the Employer reserves the right to deny an employee the right to participate where the validity of the continued absence has come into question, or where the employee has failed to make the appropriate payment arrangements or where the leave has expired and the employee has not returned to work, and in any case, if the employee has been absent for one month.

If employment ends, and an employee owes for the costs of any premium based benefit coverage those costs will be offset against any wages or vacation pay owed.

**24.08** Casual employees do not hold regular positions and are not eligible to participate. However, once a casual employee has completed probation, then we pay that person \$0.25 per hour worked in lieu of these benefits.

## **ARTICLE 25 - PAY DAYS**

**25.01** Employees shall be paid by direct deposit made bi-weekly

to a financial institution of their choice. Employees can access pay statements electronically.

When the pay day falls on a non-banking day, the deposit shall be made on the day prior to the established pay day.

In the event that an employee's pay is short of money owed for the pay period, as a result of an Employer error, and the employee brings the issue to the attention of the General Manager or designate, the following shall apply:

- If the money owed is less than one-hundred-and-seventy-five dollars (\$175) , the pay shall be added to the next pay period.
- If the money owed is more than one-hundred-and-seventy-five dollars (\$175) or greater, the Employer will make every reasonable effort to correct the error and provide a manual cheque or direct deposit within five (5) business days.
- In the event the Employer issues an employee an overpayment of wages and or entitlements, then the Employer may make the necessary monetary or entitlement adjustments as necessary to correct such error. The Employer shall notify the employee in writing, with a copy to the Union, that an overpayment has been made and discuss the repayment options.

## **ARTICLE 26 - BULLETIN BOARD**

**26.01** The Employer agrees to supply and make available to the Union a bulletin board beside the time clock in such a place that is readily accessible by employees. The Union shall use this for the posting of Union business only.

**26.02** The Employer may request the removal of any document and the Union shall comply with the request pending the outcome of a discussion between the parties.

## **ARTICLE 27 - 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. It is agreed such visit will not cause any disruption to the Employer's normal operations.

## **ARTICLE 28 - EMPLOYER PROPERTY/INDEMNIFICATION**

**28.01** 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.

**28.02** The practice of the Employer supplying tools to employees shall continue. The Employer shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

## **ARTICLE 29 - INFECTIOUS DISEASES**

**29.01** The Employer and the Union desire to arrest the spread of infectious diseases in The Village Langley.

**29.02** To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

**29.03** The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

**29.04** The Employer will use its best efforts to make aware all affected direct care employees of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

## **ARTICLE 30 - OCCUPATIONAL HEALTH AND SAFETY**

**30.01** The Employer and the Union agree that it is in the interest of all concerned to cooperate in the promotion of safe working conditions and practices, the prevention of accidents, and the prevention of workplace injuries. The parties agree it is the duty of everyone to cooperate and be responsible to identify, report, or correct unsafe conditions or behaviors.

**30.02** The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

**30.03** Employees who are members of the Committee shall suffer no loss of regular wages or shall be paid their regular straight-time wages while attending meetings of the joint committee. Employees who are members of the Committee shall suffer no loss of regular wages or shall be paid their regular straight-time wages when participating in workplace inspections and accident investigations.

**30.04** The Committee may use the resources of the Workers Compensation Board to provide information to the Committee members in relation to their role and responsibilities. The Committee will work to increase the awareness of all staff on such topics as: workplace safety, dealing with aggressive residents, WHMIS and the role and function of Committee.

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

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

Prior to returning to work from an injury or illness, the Employer may require employees to provide medical certificates certifying that they are fit to return to work and are able to perform their duties, subject to any accommodation and the human right act.

### **30.07 Aggressive Residents**

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

### **30.08 Employee Workload**

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

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

## **ARTICLE 31 - CONTRACTING OUT**

**31.01** The Employer shall not contract out any work normally

performed by bargaining unit employees if, as a direct result of the contracting out, a lay-off of any employees would occur.

## **ARTICLE 32 - VOLUNTEERS**

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

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

## **ARTICLE 33 - PRINTING OF AGREEMENT**

The Union shall print sufficient copies of the Agreement for distribution to employees as needed. The costs shall be shared equally by the parties. The parties will provide all employees with a written or electronic copy of the Agreement as soon as it is available.

## **ARTICLE 34 - FUTURE LEGISLATION**

**34.01** In the event that future legislation renders null and void or materially alters any provision of the 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, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If the parties cannot mutually agree on provisions to be substituted, then the matter may be forwarded to Arbitration as

pursuant to Article 8, Arbitration of the Collective Agreement.

## **ARTICLE 35 - RETURN TO WORK PROGRAM**

**35.01** The Parties recognize their joint obligations in situations where an employee would benefit from a modified return to work program when recovering from work-related and non-work-related injuries or illnesses.

**35.02** An employee may or may not include a union steward in the return-to-work meetings. However, the Union shall be copied on the final return to work schedule.

## **ARTICLE 36 - SICK LEAVE**

**36.01** Sick leave is provided to employees in the case of personal illness or injury who have been employed by the Employer for ninety (90) consecutive days in accordance with the terms, limits, and requirements as set out in S49 of the *Employment Standards Act BC* (the Act).

**36.02** The Employer must pay an employee who takes leave under subsection (1)(a) their average days' pay calculated in compliance with the Act during the thirty (30) calendar days period preceding the leave.

**36.03** The employee shall advise their Manager or designate as soon as possible of their inability to report to work because of illness or injury, and the possible date of their return to work.

**36.04** Sick leave with pay is only payable because of personal illness or injury. Employees who are absent from duty because of frequent or excessive illness may be required to prove sickness in future instances for a specified period of time upon notification from the Employer.



## **ARTICLE 37 - BADGES AND INSIGNIA**

Employees shall be permitted to wear a pin with the Union's logo on it and employees who are shop stewards may have a pin with the Union's logo on it designating their status as a shop steward.

## **ARTICLE 38 - RETIREMENT BENEFIT**

The Employer will provide a Registered Pension Plan as a retirement benefit to eligible employees.

Participation is voluntary, and eligible employees can join the Plan at any time after you have completed one year of service.

The Employer will match your contribution. The minimum contribution is 1% of earnings, and the maximum contribution is 4% of earnings. You can choose any level between 1% and 4%, provided it is expressed as a percentage.

Earnings are gross earnings, but do not include the following:

- paid overtime;
- any bonus;
- any commissions;
- any premiums;
- any lump sum payments, such as a payout of vacation pay, rather than paid vacation;
- any lump sum payments made at the time employment ends, including any amounts that would have been part of gross earnings were they not being paid out because employment had ended.

Your contribution will be deducted every pay, and your contribution and our matching contributions are remitted to the Plan on a monthly basis.

The Plan provides you a number of options in which you can invest some or all of your money. Full details are available at the time

you enroll, and Plan representatives can provide you advice as to which plans would best suit you, and your retirement objectives.

## **ARTICLE 39 - RN/LPN REGISTRATION FEES REIMBURSEMENT**

If a RN/LPN is employed as of January 1, and remains employed as of the following December 31<sup>st</sup>, then upon submitting to the General Manager a copy of the paid invoice for registration, the Employer will reimburse the nurse for registration fees for that calendar year in accordance with the following:

- If the nurse worked at least 250 hours, the reimbursement will be \$75.
- If the nurse worked at least 500 hours, the reimbursement will be \$100.
- If the nurse worked at least 750 hours, the reimbursement will be \$125.
- If the nurse worked at least 1,000 hours, the reimbursement will be \$150.
- If the nurse worked at least 1,250 hours or more, the reimbursement will be \$200.

The reimbursement will be paid no later than February 15<sup>th</sup> of the following year.

The above will be paid provided the employee renews their license and obtains proof of payment prior to or on the deadline required by BCCNM. A copy of the license and receipt is to be submitted to the Employer.

**WAGE GRID**

**Positions And Current Hourly Rates**

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
	(0-450 hours)	(451-1800)	1801 - 3600	3601-5400
<b>Enriched Life Facilitator (HCA)</b>	\$ 21.53	\$ 21.96	\$ 22.40	\$ 22.85
<b>Cook 1</b>	\$ 22.47	\$ 22.92	\$ 23.38	\$ 23.85
<b>Dishwasher</b>	\$ 17.34	\$ 17.69	\$ 18.04	\$ 18.40
<b>Housekeeping</b>	\$ 18.62	\$ 18.99	\$ 19.37	\$ 19.75
<b>Life Enrichment Assistants</b>	\$ 20.55	\$ 20.96	\$ 21.38	\$ 21.81
<b>Reception – Full-Time</b>	\$ 20.40	\$ 20.81	\$ 21.22	\$ 21.65
<b>Reception – Part-Time &amp; Casual</b>	\$ 17.60	\$ 17.95	\$ 18.31	\$ 18.67
<b>Health and Wellness Nurses (LPN)</b>	\$ 29.62	\$ 30.21	\$ 30.82	\$ 31.43
<b>Registered Nurses (RN)</b>	\$ 35.53	\$ 36.24	\$ 36.96	\$ 37.70
<b>Village Community Support Worker</b>	\$ 18.00	\$ 18.36	\$ 18.73	\$ 19.10

Term: three (3) years July 26, 2022 - July 31, 2025.

A one-time lumpsum payment is for employees who were not eligible to receive wage levelling from the time of Certification through to March 31, 2023. Lumpsum payments for these employees will be equal to 2% of wages based on hours worked and prorated for those who worked less than full-time hours.

Date of Ratification Signing bonus of \$150 prorated on hours worked of a full FTE as calculated in the 1 Year prior to the date of ratification.

## **BENEFITS SUMMARY**

### **Health and Welfare Benefits**

Waiting period	450 hours
Eligibility	7.5 hours bi-weekly
Cost Sharing	100% Employer paid for \$10,000 Life and AD&D benefits
Extended Health and Dental Care	Benefit credit system
Life	\$10,000 coverage – mandatory
Dependent Life	Spouse \$3,000 – Child \$1,500 – If an employee opts for this coverage, it will be 100% Employer paid
Reduction	50% at age 65
Termination	Age 70
Optional Life	20,000 – 100% employee paid premiums
AD&D	Covered by CHUBB same as life insurance
Optional AD&D	\$20,000 – 100% employee paid premiums
Vision including	\$175 every twenty-four (24) months
Eye exams	\$75 per eye exams every twenty-four (24) months (85% coinsurance)

### **Extended Health Care**

Deductible	Nil
Coinsurance	85% except out of country emergency 100%, paramedical 50%
Travel Assist	Yes
Maximum	Unlimited
OCC emergency	100%, 60 day trip, 2 million per incident
OCC referral	100% \$500,000 Lifetime
Private duty nursing	\$25,000 per calendar year max
Paramedical	50%, \$500 all practitioners combined: Chiropractor                      Physiotherapy Massage                              Podiatrist

**1084805 B.C. Ltd. (The Village Langley) / Hospital Employees' Union – July 26, 2022 - July 31, 2025**

	Naturopath Osteopath	Psychologist Speech therapist
Hearing Aides	\$500 Lifetime	

**Drugs**

Deductible	Nil
Coinsurance	85%
Drug Card	Yes
Generic	Yes
Dispensing max fee	\$12
Vaccines	Yes, does not include cost of the injection

**Dental Care**

Deductible	Nil
Coinsurance	85%
Maximum	\$2000 maximum (excluding major restoratives)
Fee guide	Current
Recall	9 months
Health and Dental survivors' benefits	24 months
Termination Health and Dental	Age 70

## **CASUAL ADDENDUM**

- (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, or for intermittent, non-recurring work, provided that a casual employee shall not be used for a period in excess of sixty (60) consecutive calendar days in any one position.
- (b) Casual employees shall serve a probationary period of four-hundred-and-fifty (450) hours worked. The provisions of Article 10 will apply.
- (c) Casual employees shall accumulate seniority on the basis of the number of hours worked.
- (d) A casual employee may become a regular full-time or part-time employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.
- (e) The following provisions of the Collective Agreement do not apply to casual employees:
  - i) Article 15 - Technological, Automation and Other Changes;
  - ii) Article 16 - Layoff and Recall;
  - iii) Article 17 - Hours of Work, except 17.03, 17.04, and 17.06;
  - iv) Article 18 - Overtime, except Articles 18.01, 18.03, 18.05;
  - v) Article 20 - Paid Holidays;
  - vi) Article 21 - Vacations;
  - vii) Article 22 - Leaves of Absence;
- (f) Casual employees shall be called to work in order of seniority in accordance with Article 17.04.
- (g) Casual employees shall not be dismissed except for just and proper cause. If a casual employee is consistently unavailable for work opportunities, or does not make themselves

reasonably available for work, during a thirty (30) consecutive calendar day period, then such casual employee shall be considered to have resigned their employment and the Employer shall send a registered letter to the employee's last known address indicating such. This does not apply if the casual employee has sought and obtained, in writing, the Employer's approval to be unavailable for a longer period of time.

- (h) Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one (1) year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
- (i)
  - i) A casual employee who has not completed the probationary period and who successfully bids into a regular full-time or part-time position shall serve a probationary period for the balance of the four-hundred-and-fifty (450) hours of work.
  - ii) A casual employee who has completed the probationary period and successfully bids into a regular full-time or part-time position shall not be required to serve another probationary period under Article 10.
- (j) A regular employee who is laid off may register on the casual list provided they have the skills, abilities and qualifications to perform the available work. Upon transfer to the casual list, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer.
- (k) Casual employees shall move to the increment step indicated by accumulated hours worked with the Employer where 1,950

hours equals one (1) year for wage increment purposes.

- (l) In the event that a casual employee is scheduled to work and cannot work for a reason which gives rise to compassionate leave as described in Article 22, the casual employee is entitled to paid leave for those scheduled workdays missed to a maximum of three consecutive days.
- (m)i) Casual employees are entitled to the prescribed number of paid sick days administered in accordance with section 49.1 of the *Employment standards Act*.
- ii) This benefit for casual employees does not accrue and will not be paid out or carried over from year to year.
- (n) Casual employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off duty otherwise overtime shall be paid in accordance with Article 8.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
Maria Rodriguez  
Bargaining Negotiator

  
\_\_\_\_\_  
Vanessa Santos  
People Manager

March 12/2024  
Dated

April 23, 2024  
Dated



**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**1084805 B.C. LTD.  
THE VILLAGE LANGLEY**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Electronic Call-In Procedure**

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The Employer is currently using an Electronic Call-In process outlined below. The Employer reserves the right to amend the procedure below as deemed necessary. The Employer reserves the right to end the procedure below and follow the language within the Collective Agreement in Article 17.09 should the electronic call-in procedure end. Should the Employer choose to end the Electronic Call-in procedure, the employees and Union will be advised.

The manner in which casual and part-time employees will be contacted for work opportunities shall be as per Article 17.09 or as follows:

- (a) Employees will receive a notification as per i, ii, iii, iv below. Employees' without a smartphone will receive an automated phone call where they can select to accept the shift.
  - i) Where a vacancy is known less than 24 hours in advance, the employees shall have 1 minute to respond to the shift(s) and it shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
  - ii) Where a vacancy is more than 24 hours, but less than 48 hours in advance, the employees shall have 5 minutes to

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

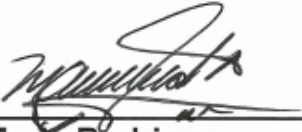
- iii) Where a vacancy is known more than 48 hours, but less than 72 hours in advance, the employees shall have 45 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- iv) Where a vacancy is known more than 72 hours in advance, the employees shall have 2 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.

	a)	b)	c)	d)
<b>Vacancy known in advance:</b>	Less than 24 hours	Greater than 24 hours but less than 48 hours	More than 48 hours but less than 72 hours	More than 72 hours
<b>Response time:</b>	1 min	5 mins	45 mins	2 hours

- (b) Where a block of shifts remains unfilled after exhausting the call-in list, the block may be broken up and the casual employees shall be called/contacted again in order of seniority.
- (c) All notifications shall also be retained/recorded as part of the call records or log book. In the event of a dispute, the Union shall have reasonable access to the log book/contact information and shall be entitled to make copies. Any phone calls made shall be recorded in the log book.
- (d) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.
- (e) Employee seniority will be updated in the electronic system in accordance with Article 12.03.
- (f) All notifications regarding call-ins shall include the following in the message:
  - i) Details of the shift being offered, including date, shift,

- position, and location.
- ii) Button to “Accept Shift”.

**SIGNED ON BEHALF OF  
THE UNION:**



\_\_\_\_\_  
**Maria Rodriguez**  
Bargaining Negotiator

\_\_\_\_\_  
*March 12/2024*  
Dated

**SIGNED ON BEHALF OF  
THE EMPLOYER:**



\_\_\_\_\_  
**Vanessa Santos**  
People Manager

\_\_\_\_\_  
*April 23, 2024*  
Dated

**MEMORANDUM OF AGREEMENT #1**

**BETWEEN**

**1084805 B.C. LTD.  
THE VILLAGE LANGLEY**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Free Parking**

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The parties agree that, subject to availability as determined by the Employer, parking shall be provided free of charge to staff.

**SIGNED ON BEHALF OF  
THE UNION:**

  
\_\_\_\_\_  
**Maria Rodriguez**  
Bargaining Negotiator

March 12/2024  
\_\_\_\_\_  
Dated

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**Vanessa Santos**  
People Manager

April 23, 2024  
\_\_\_\_\_  
Dated

**MEMORANDUM OF AGREEMENT #2**

**BETWEEN**

**1084805 B.C. LTD.  
THE VILLAGE LANGLEY**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Rates of Pay**

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The parties acknowledge they have not entered into wage rate discussions for all Individual Jobs.

The parties further agree that should the government prior to the Collective Agreement expiring terminate the wage levelling rates for employees covered by the Community Agreement and BCNU master agreement wage rates 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.

The parties agree that this will commence within 90 days of any government announcement that would end wage levelling.

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

Should the parties fail to agree, it would be referred to a binding process.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
Maria Rodriguez  
Bargaining Negotiator

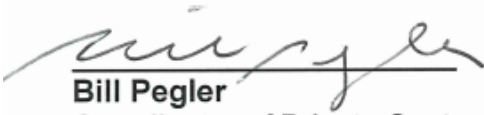
  
\_\_\_\_\_  
Vanessa Santos  
People Manager

March 18, 2024  
Dated

April 23, 2024  
Dated

**SIGNED ON BEHALF OF  
THE UNION:**

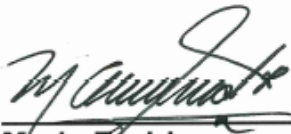
**SIGNED ON BEHALF OF  
THE EMPLOYER:**



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



**Vanessa Santos**  
People Manager



**Maria Rodriguez**  
Bargaining Negotiator



**Karissa Lovas**  
General Manager



**Berli Zamar**  
Bargaining committee member



**Imelda Villegas**  
Bargaining committee member



**Mandeep Kaur** *Natasha Roy*  
Bargaining committee member

*March 12/2024*

**Dated**

*April 23, 2024*

**Dated**