

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**YARROW LIMITED PARTNERSHIP**  
**THE HAMLETS AT DUNCAN**  
**(The Employer)**  
**AND**  
**HOSPITAL EMPLOYEES' UNION**  
**(The Union)**



**December 21, 2023 – December 20, 2026**

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## **DEFINITIONS**

For the purpose of this Agreement:

- (a) "Basic Pay" – means the rate of pay in each wage schedule;
- (b) "Employee" – means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
- (c) "Employer" means (Yarrow Limited Partnership) carrying on business as (The Hamlets at Duncan).
- (d) "Union" - means the Hospital Employees' Union.
- (e) "Bargaining Unit" is the unit comprised of all employees of the Employer described in the Certifications issued.
- (f) "Common-law spouse" is defined as a person with whom the employee has been living in a conjugal relationship continually for a period of at least twelve (12) months.
- (g) "Leave of absence with pay" means to be absent from duty with permission and with pay.
- (h) "Leave of absence without pay" means to be absent from duty with permission but without pay.
- (i) "Harassment" is defined as: "Deliberate actions, that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees or the Employer.
- (j) "Discrimination" is defined as being based on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia including: Race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age or conviction of an offense that is unrelated to a person's employment or intended employment.

## **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 are entitled to all benefits outlined in this Collective Agreement.

**(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 and/or temporary position or to perform emergency or non-recurring 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. Any employee posting into a temporary or relief position shall retain their existing status and the benefits associated with that status. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through the Grievance Procedure.

**PREAMBLE**

The Parties recognize the need for an efficient and cost-effective operation and together will work to provide a high level of care.

The parties of this agreement share a desire to provide the highest quality of services to the residents of the home. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

## **ARTICLE 1 - RECOGNITION OF THE UNION**

### **1.01 Sole Bargaining Agency**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which is in conflict with the terms of this Agreement.

### **Bargaining Agent Recognition**

- (a) The Employer recognizes the Hospital Employees Union as the exclusive bargaining agent for all employees in the bargaining unit.
- (b) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification.

### **Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Chairperson of the local executive and the local staff representative.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation of any clause in this Agreement, shall be forwarded to the Chairperson of the local executive and the local staff representative.

### **1.02 Union Shop**

All employees in the Bargaining Unit shall maintain membership in the Union as a condition of employment. Employees who are brought within the Bargaining Unit, including newly-hired employees, shall become members of the Union within thirty (30) days after their initial date of employment in the Bargaining Unit.

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

When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within sixty (60) 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 8
- Dismissal/Suspension for Alleged Cause - Article 8.05

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

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

The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 1.02.

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

Twice every calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer. Implementation shall be six months following the signing of the Collective Agreement.

#### **1.04 Membership Information**

The Employer agrees to provide to the Union twice a year, within the months of January and July, a list of all union members, their current job categories, and employee status, addresses, home phone numbers, cell phone numbers and email addresses if known to the Employer.

The above-noted lists will be supplied to the Union in electronic format to [memberupdates@heu.org](mailto:memberupdates@heu.org).

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

The Employer shall provide a copy of this agreement to newly hired employees within the first thirty (30) days of employment. The employer shall notify the Union of newly hired employees within seven (7) days of hire and the Shop Steward will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employee. The new employee and the Shop Steward will not have wages or benefits deducted during this time.

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

The Employer recognizes the Union's right to Shop Stewards. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A Steward or their alternate shall obtain the permission of their department head and in their absence the person in charge before leaving their work to perform their duties as a Steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld.

When a Shop Steward is the only employee on duty in a

department or where their absence would require the Employer to call in another employee or assign another employee to a higher rated position, or where their absence will unduly interfere with the Employers operation, the Shop Steward may be refused leave of absence to transact Union business. When such leave is refused, other time will be made available to ensure the Union business is transacted.

### **1.07 No Discrimination or Harassment**

- (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 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.

### **1.08 Complaints Investigation**

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

## **ARTICLE 2 - RIGHT TO REFUSE TO CROSS PICKET LINES**

- (a) All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute, as defined in the appropriate legislation. Any

employee failing to report for duty shall be considered to be absent without pay.

- (b) Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

### **ARTICLE 3 - NOTICE OF UNION REPRESENTATIVE VISITS**

The Employer agrees that access to its premises will be granted to a Hospital Employees' Union Staff Representative, or authorized alternate. The Union Representative shall provide reasonable notice to the Administrator or their designate/person in charge. Such visits shall not interfere with the operation of the Employer's business.

### **ARTICLE 4 - BULLETIN BOARD**

The Employer shall provide space for one (1) glassed enclosed locking bulletin board or one regular bulletin board, for the exclusive use of the Union. The local of the Union shall pay for the one (1) glassed enclosed locking bulletin board. The use of the bulletin board shall be restricted to the business affairs of the Union and for the display of Union shop cards. The bulletin board shall be located in the staff room.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

The Union recognizes the right of the Employer to operate and manage its business in all respects. The rights to hire, manage the work force, and to maintain order and efficiency is the exclusive responsibility of the Management, provided there is no conflict with the terms of this Agreement. The right to promote and the right to discipline and discharge for cause are likewise the exclusive responsibility of the Management provided that these claims shall be subject to the grievance procedure herein provided.

## **ARTICLE 6 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

This Article will 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 care field.

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

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 facility in which they are employed.

Employees affected by technological change will be given sixty (60) days notification in advance and allowed a training period to acquire the necessary skills for retaining employment within the facility, commensurate with their seniority and ability.

### **6.01 Bumping**

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation an employee affected shall be laid off. Any reduction in hours of one (1) hour or more in a shift shall be considered a layoff and may, at the employees option, trigger bumping rights as laid out below. Employees affected shall have the right to transfer (bump) to a job in line with seniority, provided such transfer does not affect a promotion and provided, further, the employee possesses the qualifications and ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

A laid off employee may bump the most junior employee with the same hours, in any of the existing rotations in their classification

or the most junior employee in the chosen FTE and classification.

For clarification of the above rights, where there is more than one employee in a classification with the same hours and rotation, then the laid off employee may only chose to bump the most junior employee within that group.

A laid off employee who bumps a junior employee shall be paid at the hourly rate of the classification they are bumping into, at the rate corresponding with their previous placement in the wage grid. Concurrent with notice of layoff, the Employer shall provide affected employees a list of positions available for bumping. Laid off employees must make their bumping choices within five (5) calendar days from the receipt of the notice.

An employee exercising their options under this article shall be moved to their new position at the end of their notice period, unless mutually agreed otherwise. An employee shall not incur a loss of income during their notice period.

A transfer under this Article shall not be deemed to effect 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.

## **6.02 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 6.01.

## **6.03 Reduction in Work Force**

(a) In the event of a reduction in the work force, regular full-time and regular part-time employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and have the ability to



do the work of the employees laid off.

The Employer shall give regular employees written notice of layoff or normal pay for that period in lieu of notice as follows:

- i) One (1) weeks' notice after three (3) consecutive months of employment,
  - ii) Two (2) weeks' notice after twelve (12) consecutive months of employment,
  - iii) Three (3) weeks' notice after three (3) consecutive years, plus one additional week for each additional year of employment to a maximum of eight (8) weeks.
  - iv) Employees shall be entitled to Group Termination notice/pay pursuant to Section 64 of the *Employment Standards Act*.
- (b) Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, 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 the posting procedure.

If a laid-off employee is not recalled to work within twelve (12) calendar months of layoff, such employee may be terminated by written notification at the expiration of the twelve (12) calendar month period.

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 employment.

Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

- (c) 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 7 - DISCUSSION OF DIFFERENCES**

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

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

- (a) Reviewing matters, including grievances, related to the maintenance of good relations between the parties;
- (b) Correcting conditions causing misunderstandings;
- (c) Dealing with matters related to workload;
- (d) Dealing with matters referred to in this Agreement.

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 at the meeting.

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

### **7.02 The Labour Management Committee shall consist of:**

- (a) Up to four (4) representatives of the Union which includes the Secretary/Business Manager of the Union or their designate;
- (b) Up to four (4) representatives of the Employer.

### **7.03 Labour/Management Meetings**

The committee meeting shall normally be held every second month however, either party may call a meeting of the Joint Labour Management Committee. The meeting shall be held at a time and place fixed by mutual agreement but no later than fourteen (14) calendar days after the initial request, unless mutually agreed.

**7.04** The time at Labour Management meetings spent by members of the Union Committee shall be without loss of pay or benefits or at straight-time wages for the duration of the meeting.

### **7.05 Conduct of the Grievance Procedure**

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

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

### **7.06 Grievance Investigation**

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

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

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

**7.07** No meeting shall take place between the Employer and an employee, where disciplinary action is to be taken or where the Employer is investigating whether disciplinary action should be taken, without the Employer specifically advising the employee that they have the right to representation by a Shop Steward. Where the Employer fails to so advise the employee, any disciplinary action taken with respect to such meeting shall be rendered null and void. This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

#### **7.08 Employee Called as a Witness**

The Employer shall grant leave without loss of pay to an employee called as a witness by the employer for such time as their attendance is reasonably required. If the witness is called by the Union, the Union will reimburse the Employer for continuing wages.

#### **7.09 Right to Grieve Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or adverse performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided there has been no further infraction, except in cases of resident abuse, such letter(s) shall be removed after twenty four (24) months. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was

not aware at the time of filing or within a reasonable period thereafter.

While a letter of expectation is non-disciplinary and may not be relied upon as discipline. The Employer will remove a letter of expectation from an employees' personnel files, after eighteen (18) months have expired from the date such document was placed in the employees personnel file, as long as no other incidents have occurred during this period of time.

### **7.10 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 four (4) 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, upon request, 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 fourteen (14) 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.

### **7.11 Personnel File**

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

An employee, or 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, and if requested, be provided with one copy of any document(s) in the file. The employee, or designate, shall give the Employer up to seven (7) days' notice, prior to having access to such file.

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

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

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

### **Step 1**

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

### **Step 2**

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

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

The parties will meet to discuss the grievance within seven (7)

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

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

### **Step 3**

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

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-eight (28) days of the step 3 meeting, then either party may refer the grievance to a third party for resolution.

### **8.02 Time Limits**

If the Union, an employee, or the Employer fails to process a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither Party will be deemed to have prejudiced its position on any future grievance.

### **8.03 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.

### **8.04 Policy Grievances**

Where either Party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Site

manager at Step 2 of the grievance procedure, their designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory agreement is reached, either Party, within a further fourteen (14) calendar days, may submit the dispute to a third party, as set out in Article 8 or 9 of this Agreement.

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

Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension, and a copy shall be sent to the Local Staff Representative or their designate within twenty-four (24) hours of issuance.

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance to the Administrator commencing at Step 2 within fourteen (14) days of the employee receiving notice of dismissal or suspension.

### **8.06 Investigator**

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

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

- Chris Sullivan
- Elaine Doyle
- Julie Nichols
- Ken Saunders
- Koml Kandola
- or a substitute agreed to by the parties

shall at the request of either party.

a) investigate the difference;



- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference;

within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on an Investigator, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

The Parties agree that this procedure will not be invoked until the grievance procedure has been completed.

### **8.07 Expedited Arbitration**

The grievance may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.

Where the Parties mutually agree to refer a matter to expedited arbitration, the following procedure shall apply:

- (a) As the process is intended to be informal, lawyers will not be used to represent either party.
- (b) 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.
- (c) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (d) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (e) 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.
- (f) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (g) The parties shall equally share the costs of the fees and

expenses of the arbitrator.

- (h) The expedited arbitrator, who shall act as a sole arbitrator, shall be selected from:
- Chris Sullivan
  - Elaine Doyle
  - Koml Kandola
  - or any other arbitrator mutually agreed upon.
- (i) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9.

## **ARTICLE 9 - ARBITRATION**

### **9.01 Notification**

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party of its desire to submit the difference or allegation to arbitration. Every effort will be made to deliver the notice within twenty-one (21) days.

### **9.02 Arbitration**

The Parties may mutually agree to refer the matter to:

- Chris Sullivan
- Elaine Doyle
- Koml Kandola
- or any other arbitrator mutually agreed upon.

### **9.03 Failure to Appoint**

If the recipient of the notice fails to agree upon an arbitrator within seven (7) calendar days of their appointment, the appointment shall be made by the Ministry of Labour, at the request of either Party.

#### **9.04 Authority of Arbitration Arbitrator**

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

#### **9.05 Decision of Arbitrator**

The decision of the Arbitrator shall be in writing and shall be final, binding, and enforceable on the Parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable.

#### **9.06 Expenses of Arbitration**

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

#### **9.07 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 10 - SENIORITY**

#### **10.01 Seniority Defined**

Seniority shall be based on all hours paid since the date of employment with the Employer subject to a Human Rights condition such as but not limited to maternity leave.

Employees shall continue to accrue seniority during the following:

- Regular hours;
- Overtime hours up to annual full time hours;
- Paid sick leave;
- Up to twenty (20) days unpaid leave of absence;
- Hours while off work due to ICBC if reimbursed;
- Vacation hours;
- Statutory holiday hours;
- Union business;
- Any protected leave consistent with the *Human Rights Code* or the *Employment Standards Act*; and

- Work Safe BC leave.

## **10.02 Probationary Period**

It is understood that all employees will be subject to a probationary period for four-hundred-and-eighty-seven-point-five (487.5) hours of continuous service. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which they have been appointed. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated. By written agreement of the Employer and the Union, the probationary period may be extended by one-hundred-and-fifty (150) hours.

## **Regular Part-Time and Casual Employees**

Regular part-time and Casual employees shall serve a probationary period. During the said probationary period, casual employees may be terminated if they are found to be unsuitable for continued employment in the position to which they have been appointed. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

Where a casual employee who has completed probation is reclassified to a regular employee such employee shall not be required to serve another probationary period under Article 10.02, but will be required to complete the qualifying period under Article 10.05.

## **10.03 Same Service Seniority Date**

Where seniority rights are in dispute, and two (2) or more employees have the same amount of seniority, the matter will be determined through a method which is mutually agreeable to the parties.

## **10.04 Promotion, Transfer, Demotion, Release**

In the promotion, transfer, demotion, or release of employees,

qualifications and ability and past job performance, including initiative, ability and competencies, shall be the determining factors and where two (2) or more people are equal, the one with the greater seniority will be selected.

Seniority shall be calculated at the end of the pay period immediately prior to the posting.

### **10.05 Qualifying Period**

When a vacancy is filled by an existing regular employee, the employee shall be declared qualified in the new job after a period of three calendar months.

In the event the successful applicant proves unsatisfactory in the position during the qualifying period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to their former position, they shall be returned to their former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position, and wage or salary rate, without loss of seniority and accrued perquisites.

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

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

### **10.07 Promotions**

A regular employee promoted to a job with a higher wage rate structure shall receive, in the new job, the job rate that is in effect.

Employee pay rates shall become effective from the first (1<sup>st</sup>) day in the new job.

### **10.08 Transfers**

A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same rate.

### **10.09 Demotions**

An employee requesting a voluntary demotion from a higher to a lower-rated job and who is subsequently demoted to the lower-rated job shall be placed at the wage rate of the lower rated job commensurate with experience.

### **10.10 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.

### **10.11 Seniority Lists**

Seniority lists for employees shall be posted during the months of January, April, July, and October.

The seniority lists shall include the name, job category, and seniority up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the President of the Union or their designate and to the Bargaining Unit Chairperson. Such lists shall be open for final correction for a period of thirty (30) calendar days following the posting, after which the seniority list will be considered accurate.

### **10.12 Re-employment after Voluntary Termination or Dismissal for Cause**

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

## **ARTICLE 11 - JOB DESCRIPTIONS**

### **11.01 Notice of New or Changed Positions**

In the event that the Employer introduces a new position or makes significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the wage rate, such objection must be made in writing, within thirty (30) days of notification by the Employer.

If no written objection is received by the Employer, then the wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

### **11.02 Job postings and applications**

If a vacancy or a new job is created for which employees in the Bargaining Unit reasonably might be expected to be recruited, the following shall apply:

- (a) If the vacancy or new job has a duration of sixty calendar days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the location of the vacancy and the commencement date shall, before being filled, be posted for a minimum of ten (10) calendar days, in a manner which gives all employees access to such information, provided that no regular employee shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one (1) calendar year unless the Employer and the Union otherwise agree in good faith.
- (b) The posting shall be placed in the staff room.

- (c) 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, 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.
- (d) All postings shall be sent to the Secretary-Treasurer of the Local of the HEU within the aforementioned seven (7) calendar days.
- (e) The Employer shall, within seven (7) calendar days of the successful candidate being notified, 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 or new job was posted.
- (f) The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.
- (g) 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.

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

In the event of an employee relieving in a higher-rated job, the employee shall receive the hourly rate of the position they are relieving for any and all hours relieving.

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

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

### **11.05 Applications from Employees**

Applications from qualified employees shall be considered prior to



applications from non-employees.

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

Temporary Positions to Accommodate Workload Hours - The Employer has the ability to post a maximum of one (1) temporary regular position per shift in each of the care aide, LPN, RN and recreation aide 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.

## **ARTICLE 12 - LEAVE OF ABSENCE**

### **12.01 Unpaid Leave**

- (a) An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to the administrator and/or their designate. Reasonable notice of at least fourteen (14) days will be given whenever possible to minimize dislocation of staff. The

Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld and be based on bona fide reasons.

- (b) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding twenty (20) working shifts in any year, the employee shall not accumulate benefits or seniority from the twenty-first (21<sup>st</sup>) day of the unpaid leave to the last day of the unpaid leave. Except those employees on WCB, and ICBC reimbursed leaves and any other leave that would be covered by the *Human Rights Act* or the *Employment Standards Act*.

## **12.02 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 days 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, (except in the case of any protected leave consistent with the *Employment Standards Act*, and WCB leave in which benefits continues as if at work) benefit coverage may be continued by the employee provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

## **12.03 Unpaid Leave - Union Business**

- (a) The employee shall provide the Employer with five (5) days written notice and subject to operational requirements. Approval shall not be unreasonably withheld. Such leaves of absence without pay shall be granted for the following purposes:
- i. to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

- ii. for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - iii. to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of B.C., provided the dispute involves the Employer; or
  - iv. to employees representing the Union in collective bargaining.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than twenty-one (21) 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) To facilitate the administration of Section (a) and (b), when leave without pay is granted, the leave shall be given with basic pay and benefits and the Union shall reimburse the Employer for appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay, all benefits and seniority while on leave of absence. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time permanent basis, and cannot exceed 18 months.

## **ARTICLE 13 - 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.

## **ARTICLE 14 - BEREAVEMENT LEAVE**

Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse\*, common-law spouse, child, step-child, brother, sister, father-in-law, mother-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. Bereavement leave shall be provided to an employee who has experienced a loss of pregnancy after twenty (20) weeks. Bereavement leave shall not apply when an employee is on any unpaid leave of absence.

In the case of a loss of an aunt, uncle, niece or nephew, the paid leave shall be for one (1) day to attend the funeral.

\* Spouse shall include common-law and/or same-sex relationships.

Every effort will be made by the Employer to grant additional bereavement leave of absence without pay if requested by the employee in writing.

In addition, two (2) unpaid days for travel will be provided to the employee when travel is required.

## **ARTICLE 15 - EMPLOYMENT STANDARDS ACT LEAVES**

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

- Compassionate Care Leave
- Critical Illness Leave
- Family Responsibility Leave
- Leave Respecting Disappearance of a Child

- Leave Respecting Death of a Child
- Domestic and Sexual Violence Leave
- Emergency Responder Leave
- Canadian Armed Forces Reservist Leave

The Employer will permit such leaves in accordance with the terms set out in the *Employment Standards Act*, as it may be amended from time to time.

## **ARTICLE 16 - GENDER TRANSITION LEAVE**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow an unpaid leave of absence depending on the employee's request. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs.

## **ARTICLE 17 - SPECIAL LEAVE**

Special leave with pay shall be used for the following purposes:

- Attend formal hearing to become a Canadian Citizen – one (1) day.
- Marriage of the employee – one (1) day.
- Attend funeral as pall-bearer – one-half (½) day.
- Birth of child – one (1) day pay.

## **ARTICLE 18 - EDUCATIONAL LEAVE**

### **(a) Employer Requested Leave**

An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course required books, pre-approved out of town traveling and subsistence expenses

and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

When an employee goes on approved Education Leave, upon completion of the leave they will return to their former position.

**(b) Employee Requested Unpaid Leave**

A regular employee with more than three (3) years continuous service may request an unpaid leave of absence of up to two (2) calendar years to take educational courses that have a potential benefit related to the care of the residents and the employee's ability to fully perform the job duties. The request shall be in writing.

(c) Notice of the Employer's decision shall be given in writing as soon as possible.

(d) Employees on leave as per section b) above shall have the right to pick up relief work as per Article 50, sections 8 and 14.

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

### **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, 7.5 hours per day exclusive of meal times will be an average of thirty-seven-point-five (37.5) hours per week.

The parties agree that for the purposes of Definition of Employee Status, that employees working the current work schedule of four days on two days off (4-2), seven-point-five (7.5) hours/day are deemed to be Regular Full-Time Employees.

### **19.03 Scheduling Provisions**

(a) The Employer shall determine, pursuant to the appropriate

statutory authority, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.

- (b) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these on the 15<sup>th</sup> of the month for the next month.
- (c) If the Employer changes a shift schedule and/or the start and stop times without giving a minimum of fourteen (14) calendar days' advance notice, then such hours worked shall be paid at overtime rates for the first shift worked. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place.

If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires the employees to work on a scheduled day off, then such hours worked shall be paid at (2x) overtime rates. Notice of the change be confirmed in writing as soon as possible.

If the Employer sends a regular employee home from a regularly scheduled shift or shortens the shift, the employee will be paid for all the hours previously scheduled.

- (d) Regular 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.
- (e) Staff filling temporary positions over six (6) months in length will receive a minimum of five (5) working days' notice based on the return of the incumbent.
- (f) Employees shall not be required to work in excess of six (6) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid at double-time (2x).

(g) Employees may exchange shifts with the approval of the Employer, provided that advance notice in writing is given and there is no increase in cost to the Employer.

#### **19.04 Extended Hours**

The Employer may create mutually agreed to extended hours schedules. There will be a total of one-point-five (1.5) hours for rest breaks and meal breaks combined for those employees working an extended hour shift. Of the one-point-five (1.5) hours, forty-five (45) minutes will be paid and forty-five (45) minutes will be unpaid. Any hours beyond 12 hours in a day, or 44 hours in a week, or 1,950 hours in a year will be subject to the overtime rate listed in Article 20.01.

#### **Language Variation**

The extended shifts will be exclusive of meal breaks. The base day for accruals will be seven-point-five (7.5) hours. Employees working 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 of vacation). Paid leaves can be taken and paid as seven-point-five (7.5) hours or the extended hour shift, at the employees' choice. The paid day off for statutory holidays will be seven-point-five (7.5) hours.

#### **Overtime**

Overtime will be paid to the employees' working extended hour shifts after the daily extended hours have been worked or the weekly overtime threshold has been reached, at the applicable overtime rate of pay. All hours worked on a day off/unscheduled day will be at the applicable overtime rate of pay. Part-time and casual employees part-time and casual employees' will be paid at the applicable overtime rate of pay once the daily hours have been met for the position.

#### **Part-Time and Casual Employees**

Part-time and casual employees' will be paid at the applicable overtime rate of pay once the daily hours have been met for the



position.

Employees who are required to be on-call during a meal period or who are required to remain in the facility shall have their meal period included within their scheduled shift.

Regular employees shall receive no less than two (2) consecutive rest days off each week excluding statutory holidays, otherwise overtime rates shall be paid in accordance with Article 20.

Casual employees shall be able to work up to full-time hours (1,950 hours) in a calendar year at straight-time wages.

## **ARTICLE 20 - OVERTIME**

### **Definition of Overtime**

- (a) "Overtime" means work performed by an employee in excess of the hours outlined in Article 19.02.
- (b) "Straight-time rate" means the hourly rate of remuneration.
- (c) "Time-and-one-half" means one-and-one-half times the straight-time rate.
- (d) "Double-time" means employees will be paid at two times (2x) their straight-time rate.

### **20.01 Overtime and Overtime Compensation**

- (a) Employees requested to work in excess of the normal daily full shift hours, as outlined in Article 19.02, or who are requested to work on their scheduled off-duty days.
- (b) Employees shall be paid the rate of time-and-one-half (1½ x) of their basic hourly rate of pay for the first four (4) hours in excess of eight (8) hours per day or forty (40) hours per week and double-time (2x) thereafter.
- (c) Employees required to work on a scheduled day off shall receive the 1.5x overtime rate, but shall not have the day off rescheduled.
- (d) If an employee works overtime on a statutory holiday they will be paid time-and-one-half the statutory rate of pay (2.25 times

the rate of straight-time pay) for the first four (4) hours in excess of eight (8) hours, and at the rate of double-time (2x) the statutory rate of pay (3 times the rate of straight-time pay) thereafter.

- (e) Overtime pay shall be paid to the employee in the next pay period in which the overtime was earned.
- (f) An employee who works four (4) hours of overtime immediately before or following their scheduled hours of work shall be provided with a meal. One-half (½) hour with pay shall be allowed the employee in order that they may take a meal break either at or adjacent to their place of work.

**(g) Right to Refuse Overtime**

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations.

## **20.02 Rest Interval**

An employee required to work overtime beyond 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 regular shift. 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.

## **20.03 Authorization and Application of Overtime**

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance.

## **20.04 Call-back and Statutory pay**

An employee reporting for work at the call of the Employer shall be paid 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.

Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable

rate.

## **ARTICLE 21 - SHIFT PREMIUMS**

Employees working the night shift shall be paid a shift differential of one dollar (\$1) per hour for the entire shift worked.

In this section, “night shift” means any shift where the majority of hours occur between 11:00 p.m. and 7:00 a.m.

## **ARTICLE 22 - STATUTORY HOLIDAYS**

Current provisions which includes an accrual of 5.34% of gross earnings for regular employees, equivalent to thirteen (13) statutory holidays per year; casual employees receive statutory holiday pay based on the BC *Employment Standards Act*. Eligible employees who work on a statutory holiday shall be compensated at one-point-five times (1.5x) for all hours worked.

**22.01** Employees shall be entitled to thirteen (13) statutory holidays and such other holidays as may be in the future proclaimed or declared by either the Provincial or Federal Governments.

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
BC Day

Labour Day  
National Day for Truth and  
Reconciliation  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

**22.02** Regular employees shall either accumulate a statutory holiday bank based on 5.34% of their regular straight-time hours in each pay period including all additional hours worked, or where they choose not to participate in the “statutory holiday bank”, they shall receive 5.34% of straight-time pay on each cheque instead of a day off with pay.

**22.03 Holiday Falling on a Scheduled Workday**

- All employees who work on any of the above-noted holidays shall be compensated at one-point-five times (1.5x) for all hours worked.
- All employees who work on Christmas Day shall be compensated at the rate of double-time (2x) for all hours worked.

**ARTICLE 23 - VACATION**

**23.01 Vacation Accruals**

All team members shall be credited for and granted vacations earned up to June 30<sup>th</sup> each year on the following basis:

- (a) New team members who have been continuously employed at least six (6) months prior to June 30<sup>th</sup> will receive vacation time based on total completed calendar months employed to June 30<sup>th</sup>.
- (b) New team members who have not been employed six (6) months prior to June 22 will receive a partial vacation after six (6) months' service based on the total calendar months employed to June 30<sup>th</sup>.
- (c) Permanent part-time team members will be entitled to annual vacation on a pro-rata basis.

Team members shall have earned the following vacation days off with pay:

Start date to three years	0-5,476 hours	4%
After three years	5,477-7,301 hours	6%
After four years	more than 7,301 hours	8%

The number of days of is based on applying the relevant % to the earnings from the previous year. For example, earnings of 2023 x the % would provide the number of days that can be used in 2024.

### **23.02 Vacation Earnings for Partial Year**

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

### **23.03 Vacation Carryover**

An employee may carry over up to a maximum of thirty-seven-point-five (37.5) hours of vacation from one year to another. If at the end of the year, an employee has more than 37.5 hours of vacation remaining, the Employer will pay out the balance, in excess of 37.5 hours.

Employees planning to carryover vacation leave credits shall inform their supervisor, in writing by March 15 of each vacation year of their intent to carryover vacation.

### **23.04 Call-back from Vacation**

- (a) Employees who have commenced their vacation shall not be called back to work, except in cases of extreme emergency and will be paid time at the rate of double-time (2x).
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred by themselves in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation time.

### **23.05 Vacation Scheduling**

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority as per Article 10 within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation

period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

No employee shall be entitled to more than six (6) vacation periods, per vacation year unless mutually agreed.

### **23.06 Vacation Schedules**

(a) Employees shall submit their vacation requests to their supervisor on or before:

- i) November 1<sup>st</sup> for the period January 1<sup>st</sup> through April 30<sup>th</sup>, and
- ii) March 1<sup>st</sup> for the period May 1<sup>st</sup> through December 31<sup>st</sup>.

All vacation requests made by November 1<sup>st</sup> will be returned to employees by December 1<sup>st</sup>. Requests received after November 1<sup>st</sup> (for the months of January to April) will be approved on a first come first served basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the requests.

All vacation requests made by March 1<sup>st</sup> will be returned to employees by April 1<sup>st</sup>. Requests received after March 1<sup>st</sup> (for the months of May to December) will be approved on a first come first served basis, subject to operational requirements.

These requests will be returned to the employees within two (2) weeks of the requests.

All vacation request approvals or denials shall be in writing.

(b) An employee who does not exercise their seniority rights by the cut-off date 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 cases of emergency with the mutual agreement of the Employer and employee. In the case of an emergency the employee must communicate any potential non-recoverable monetary losses associated with a vacation change. The employer shall revoke their request for vacation change or agree to reimburse the employee for any non-recoverable monetary losses they were advised of associated with the vacation cancellation and the vacation shall be rescheduled.

### **23.07 Vacation Pay**

Vacation pay will be paid on the employee's scheduled paydays.

### **23.08 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's estate.

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

In the event an employee is sick or injured prior to the commencement of their vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer, but where the parties do not agree, it shall be reinstated for use at a later date.

## **ARTICLE 24 - CONDITIONS OF EMPLOYMENT**

### **24.01 Vaccination And Inoculation**

(a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees. Where the Employer identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee. The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to bodily fluids or other sources of infection.

(b) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take x-ray examination, vaccination and other immunization, unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

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

Employees shall make every effort to give twenty-eight (28) calendar days' notice when resigning their position. The period of notice must be for time to be worked and must not include vacation time. In any case, employees will be paid all earned vacation.

## **24.03 Employment Abandoned**

Any employee who fails to report for work and does not notify their manager/ person in charge within three (3) work days, and who cannot give an acceptable reason for their absence, shall be considered as having abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

# **ARTICLE 25 - GENERAL PROVISIONS**

## **25.01 Uniforms**

The Employer will supply suitable gloves and aprons or other protective clothing to employees consistent with WorkSafeBC requirements.

The Employer shall supply and maintain uniforms for employees who are required to wear same. Employees must return to the Employer uniforms in their possession at the time of termination of employment.

## **25.02 Employer Property and Personal Property Damage**

(a) 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, the Employer shall pay to repair or reimburse the employee, provided such personal possessions are the type suitable for use while on duty and are required by the Employer. No reimbursement shall be paid in those cases where the damage was a result of the employee's own actions.

**(c) Indemnity**

Except where there has been negligence on the part of an employee, the Employer will exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and assume all costs, legal fees and other expenses arising from any such action.

**(d) Tools**

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

**25.03 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 26 - SICK LEAVE, W.C.B., INJURY-ON-DUTY**

**26.01**

Sick leave shall be provided consistent with the *Employment Insurance Act*.

**26.02**

- Effective January 1<sup>st</sup> each year all regular full-time employees shall be credit with six (6) days of paid sick leave.
- Effective January 1<sup>st</sup> each year all regular part-time employees shall be credit with six (6) days of paid sick leave. One of these days will be prorated on their scheduled hours.
- Regular employees may carryover 45 hours in their sick leave bank

**26.03** Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.

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

Sick leave deductions shall be according to actual time off.

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

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted. An employee shall give a minimum of five (5) days' notice to the Employer where an appointment cannot be scheduled outside of their working hours.

**26.06** Employees who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month. Further leave of absence without pay shall be granted upon written request, provided that the request is reasonable. The Employer's decision for further

leave of absence without pay shall be in writing. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return to work.

Where an employee is off on unpaid sick leave, a temporary posting may continue to a date of 18 months from that employee's last day worked. If the 18 months as noted is reached and the employee is still off on unpaid sick leave, the position shall be posted as a regular position.

Upon return to work following recovery, an employee that was off less than 18 months shall continue in their former job, an employee who was off longer than 18 months shall have the right to exercise their seniority rights, if necessary, as per Article 6.01 – Bumping, of the Collective Agreement.

**26.07** The Employer shall inform employees of the number of sick leave credits available through the ADP website or an equivalent.

**26.08 WCB/Injury-On-Duty Leave with Pay**

- (a) Injury-on-duty leave with pay shall be granted for the one (1) day or less not covered by the *Workers' Compensation Act*.
- (b) Employees qualifying for Workers' Compensation coverage shall be considered as being on unpaid leave and not their employment terminated during the compensable period.
- (c) While a regular employee is in receipt of WCB wage loss benefits, all benefits of the Collective Agreement shall continue to accrue. In addition, benefits provided for in Articles 32 shall continue to apply as if the employee is at work.

**ARTICLE 27 - WELLNESS RECOGNITION**

In an effort to recognize team members for making an investment into their own health and well-being, one flex day will be added to the vacation bank for each quarter January – March, April – June, July – September, and October – December that an employee is

not sick. Part-time employees would receive the flex day on a pro-rated basis. The Employer reserves the right to send a team member home if it determined that remaining at work would be a risk to themselves, other team members, or the residents. The scheduling of the wellness days will be subject to blackout periods (2 days before and after, and on any actual statutory holidays; July 15 – August 15; December 15 – January 7).

## **ARTICLE 28 - PREGNANCY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE**

### **28.01 Pregnancy Leave**

The provisions of this article shall be consistent with the ESA.

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

Leave of absence for pregnancy may be taken for a period of seventeen (17) weeks. Seniority and continuous service will continue to accumulate during the full period of pregnancy leave. The employer shall maintain the employee's benefit coverage during pregnancy leave provided the employee maintains their share of the cost of the plan.

Pregnancy shall not constitute cause for dismissal.

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

Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of pregnancy leave of

absence without pay, and employees shall give at least thirty (30) days' notice of their intention to return to work prior to the termination of the leave of absence.

If an employee is unable or incapable of performing their duties prior to the commencement of the pregnancy leave of absence without pay, the employee may be required to take unpaid leave of absence.

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

Upon return to work, the employee will be reinstated in all aspects in the position they previously occupied and with all increments to wages and benefits as per the *Employment Standards Act*.

## **28.02 Parental Leave**

An employee shall be eligible for parental leave of up to sixty-two (62) consecutive weeks without pay or sixty-one (61) consecutive weeks without pay in the case of a birth mother who takes pregnancy leave under Article 28.01, provided such leave is concluded within seventy-eight (78) weeks of the child's birth.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks parental leave between them (or sixty-one (61) consecutive weeks in the case of birth mother who takes pregnancy leave under Article 28.01). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

Upon return to work, the employee will be reinstated in all aspects in the position they previously occupied and with all increments to wages and benefits as per the *Employment Standards Act*.

### **28.03 Adoption Leave**

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

Where both parents are employees of the Employer, the employees shall determine the apportionment of the seventy-eight (78) weeks Parental leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

Upon return to work, the employee will be reinstated in all aspects in the position they previously occupied and with all increments to wages and benefits as per the *Employment Standards Act*.

**28.04** Seniority and continuous service will continue to accumulate during the full period of pregnancy, parental and adoption leave. The Employer shall maintain the employee's benefit coverage during pregnancy, parental and adoption leave consistent with the *Employment Standards Act* or if the employee maintains the cost of the plan.

Upon return to work, the employee will be reinstated in all aspects in the position they previously occupied and with all increments to wages and benefits as per the *Employment Standards Act*.

## **ARTICLE 29 - PAY DAYS**

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

The statements given to the employees shall include the amount of statutory holidays paid, the listing of all adjustments including overtime, the cumulative amount of sick and vacation leave credits used and earned, and an itemization of all deductions.

Where a payroll error caused by the Employer is identified by an employee and the money owed to the employee is greater than \$80, the Employer (if the employee so requests) shall correct the error and provide the money owed by direct deposit with 5 business day. If the money owed is less than \$80 the pay shall be added to the next pay period.

## **ARTICLE 30 - REST AND MEAL PERIODS**

- (a) Breaks and meal periods will be scheduled by the Department Manager, unless mutually agreed otherwise and should be taken in the locations designated by the Employer.
- (b) A shift of less than five (5) hours will receive a 15 minute paid break.
- (c) A shift greater than five (5) hours but less than 6.5 hours, in addition to a ½ hour unpaid meal break, will receive a 15 minute paid break.
- (d) A shift greater of 6.5 hours up to 7.5 in addition to an unpaid meal, shall receive a 15 minute break in each half of the shift.
- (e) The Employer does not provide free meals, unless an employee has been asked by the Department Manager and agrees to work greater than 12 hours, or a double shift.
- (f) It may become necessary in a crisis during staffing shortages to schedule registered employees to work 12 hour shifts. The Employer will meet with the registered employee to discuss the scheduling of these shifts prior to implementation. A 12 hour consecutive shift includes an unpaid 45 minute meal period, in addition to a paid rest period of three 15 minutes.

## **ARTICLE 31 - JURY DUTY**

The Employer shall grant a leave of absence should you be called to jury duty or appear in court by a court order. The team member shall not lose regular pay to a maximum of five (5) regularly scheduled working days, such that the team member:

- (a) Provides the Employer as soon as possible with a copy of such Summons or Notice to Appear but not less than at least seven

- (7) days' notice that they have been summoned for jury or witness duty;
- (b) Shall furnish satisfactory evidence to the Employer that they have reported for and performed jury or witness duty;
- (c) Would have been scheduled to work on the day or days for which payment is claimed.

## **ARTICLE 32 - HEALTH CARE PLANS**

Current provisions and cost sharing apply. See Appendix A.

## **ARTICLE 33 - EMPLOYMENT INSURANCE COVERAGE**

All employees affected by this Agreement shall be covered by the *Employment Insurance Act*, or succeeding Acts.

## **ARTICLE 34 - 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 35 - 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 36 - OCCUPATIONAL HEALTH AND SAFETY**

**36.01** The parties to this Agreement agree to co-operate in the promotion of safe work habits and working conditions.

The parties further agree to adhere to the provisions of the *Workers' Compensation Act* and related Regulations.

The Joint Occupational Health and Safety Committee will be



established in accordance with and governed by the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

Unless otherwise mutually agreed, the Occupational Health and Safety Committee shall be composed of equal representation of the Employer and the Union and shall be a maximum of four (4) members from each of the Employer and Union. Two co-chairs, one selected by the worker representatives and the other by the employer representatives.

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

Alternates shall be selected to attend meetings or conduct committee business when regular members are not available. Alternates shall be selected at the same time as regular members. The parties recognize the importance of continuity of representation at meetings of the Joint Occupational Health and Safety Committee.

### **36.02 Committee Responsibilities**

The Joint Occupational Health and Safety Committee shall function pursuant to the provisions of the *Workers' Compensation Act* and related Regulations. 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, 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.

Minutes of all Joint Occupational Health and Safety Committee

meetings shall be kept and copies of such minutes shall be posted in the workplace in a conspicuous area for at least three (3) months and shall be sent to the Employer and the Union designate.

### **36.03 Date of Injury**

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift at their regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

### **36.04 Transportation**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring immediate medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

### **36.05 Right to Refuse Unsafe Conditions**

An employee has the right to refuse to carry out any work that the employee reasonably believes to be unsafe. An employee who refuses to carry out work thought to be unsafe must immediately report the unsafe condition to their supervisor. A supervisor receiving a report of unsafe work must immediately investigate the matter and ensure any unsafe condition is remedied without delay. If the supervisor does not agree that the work is unsafe, the employee may contact Worksafe BC to investigate the matter.

No Employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and Regulations.

### **36.06 In Lieu Time to Attend Committee Business**

Employees who are members of the Committee shall be granted

leave without loss of pay or receive straight-time regular wages while attending meetings of the Committee or to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Occupational Health and Safety Regulations.

Each member is entitled to an annual educational leave totaling eight (8) hours to attend courses identified by the Joint Occupational Health and Safety Committee to promote a safe and healthy workplace that are conducted by WorkSafeBC or with the approval of WorkSafeBC. Courses must be approved by the Employer.

### **36.07 Investigation of Accidents**

The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and/or injury involving an employee which has occurred since the last meeting of the Committee. The Committee may investigate the incident upon receiving the report. Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board.

### **36.08 Orientation and In-Service**

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

### **36.09 Aggressive Residents**

When the Employer is aware that a resident has a history of aggressive behaviour the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive resident and on how to respond to the resident's aggressive behaviour will be provided by the Employer. The appropriate Occupational Health and Safety Committee will be consulted on the curriculum. The Employer shall make every reasonable effort to ensure that sufficient staff is present when any treatment or care is provided to such residents. It is understood the Employer is responsible for staffing levels.

### **36.10 Communicable Diseases**

In-service training will be provided for all employees with regards to Infection Protection and Control (IP&C) Guidelines as mandated by Ministry of Health.

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

### **36.11 Working Alone or in Isolation**

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

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

The prioritizing of duties or the re-assignment of work shall not as a rule result in an unsafe workload for other employees.

An employee who believes their workload is unsafe or excessive shall discuss the problem with their immediate supervisor.

### **36.13 Violence Prevention Program**

The Employer will establish a violence prevention 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 parties recognize that it is important to provide an environment that is properly secure for all those who receive care or work in health care. A safe environment is important for all 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.

### **36.14 Respectful Workplace**

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

The Employer will publish a clear policy for promoting and

maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and the users of the facility.

### **36.15 Critical Incident Stress Defusing**

Critical incident stress defusing shall be made available and be known to employees who have suffered a serious work-related, traumatic incident of an unusual nature. If the Employer requires such a session it will be without loss of pay.

### **36.16 Return to Work Programs**

#### **Mutual Commitment and Voluntary Participation**

The Employer and the Union are committed to a voluntary return to work program that addresses the needs of those able to return to work. An employee's participation must include the consent of the employee's physician.

#### **Individual Employee Participation in a Return to Work Program**

Prior to commencement of a return to work initiative for individual employees, the Employer and the employee shall discuss the planned program and its duration. The employee will have the right to union representation. This shall not delay the return to work process. The specifics shall be confirmed in writing the Employer, the employee and the Union.

## **ARTICLE 37 - TRANSPORTATION ALLOWANCE**

No employee shall be required to use their own vehicle.

## **ARTICLE 38 - REGISTER SAVING PLAN**

Eligibility is for permanent full-time and part-time team members who have successfully completed their probationary period.

To participate, the team member agrees that two percent (2%) of the team member's gross pay of each pay period that will be

contributed to an Employer-sponsored group RRSP program. Gross pay shall include permanent pay, overtime, double time, and paid vacation time. The program will be administered by one of the major Canadian chartered banks. Each team member shall be able to direct the investment of their contributions, withdrawals or make additional contributions.

The Employer shall contribute for each team member an amount equal to that contributed by the team member each pay period up to a maximum of 2% of the team members pay for that period. The team members may make additional contributions through payroll deduction, but the Employer's obligation to match is capped at 2%.

## **ARTICLE 39 - PERSONAL PROPERTY DAMAGE**

Upon submission of reasonable proof, the Employer shall pay to repair or reimburse the team member up to a maximum of \$100, provided such personal possessions are the type suitable for use while on duty and are required by the Employer. No reimbursement shall be paid in those cases where the damage was a result of the team member's own actions.

Except where there has been negligence on the part of a team member, the Employer will:

- (a) Exempt and save harmless team members from any liability action arising from the proper performance of his/her duties for the Employer; and
- (b) Assume all costs, legal fees and other expenses arising from any such action.

## **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 - ARBITRATION SETTLEMENT TO CONCLUDE COLLECTIVE BARGAINING**

Should the parties reach an impasse following bargaining in good faith and providing the Union Membership has voted in favor, as an alternative to Strike or Lockout, any or all unresolved bargaining demands may, by mutual agreement be submitted to resolution and binding settlement by an Arbitrator mutually agreed to by the parties or appointed by the Labour Relations Board.

Prior to commencing the arbitration proceedings, the Arbitrator shall act as a mediator to assist the parties in reaching a voluntary resolution of the issues in dispute. In the event of an impasse, the proceedings shall be immediately reverted to arbitration. The Arbitrator will take into account the financial situation and ability to pay of the Employer in rendering the decision. Lawyers shall not be used except where mutually agreed.

## **ARTICLE 43 - 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 9 of the Collective Agreement.



## **ARTICLE 44 - CONFLICT WITH REGULATIONS**

In the event that there is a conflict between the contents of this Agreement and any rule or order made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said rule or order.

## **ARTICLE 45 - VOLUNTEERS**

It is agreed that volunteers have a role to fill in the operation of a long term care 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 execution of this agreement, is consistent with the above.

## **ARTICLE 46 - PROFESSIONAL RESPONSIBILITY FOR LPN'S AND RN'S**

### **46.01 Employee Concerns**

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

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

### **46.02 Discussion with Care Leader**

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

### **46.03 Report Form**

If the matter is not resolved to their satisfaction, the employee may complete a Report Form within seven (7) calendar days of their discussion with the Care Leader or designate. One report will be forwarded to the Labour/Management Committee for review along with a copy being provided to the steward and a further copy being forwarded to the Union.

### **46.04 Labour/Management Committee Meeting**

The Labour/Management Committee shall meet with regard to the matter within fourteen (14) calendar days of receiving the Report form.

## **ARTICLE 47 - CASUAL EMPLOYEES**

1. (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
  - (1) vacation relief;
  - (2) sick leave relief;
  - (3) education relief;
  - (4) maternity leave relief;
  - (5) compassionate leave relief;
  - (6) union business relief;
  - (7) educational leave relief;
  - (8) such other relief as is provided by the Collective Agreement.
- (b) In an emergency, or non-recurring short-term relief, a casual employee may be used to do work having duration of less than sixty (60) calendar days.
2. Casual employees shall be called to work in the order of their seniority.

3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within sixty (60) calendar days that position shall be posted and filled.
4. A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a regular vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment, a casual employee shall be reverted to the casual list.
5. Casual employees are entitled to all benefits of the Collective Agreement except where modified by specific provisions.
6. Casual employees shall accumulate seniority as per Article 10.01 – Seniority Defined.
7. The Employer shall maintain both a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority, and a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those employees who have been qualified to work in that job classification in descending order of hours worked.
8. The manner in which casual employees will be contacted for relief work shall be as follows:
  - (a) Each casual employee shall submit a phone number to the Employer at which they can be contacted for relief work. At the employee's option, they may also submit a text number and indicate their preference (text or phone) of how they wish to be contacted for relief work.
  - (b) The Employer shall commence by calling/contacting the most senior qualified employee or by electronically contacting a group of employees in the registry. Only one call need be made to any one casual employee provided

that the phone shall be permitted to ring eight (8) times. Where an answering machine is in place a message will be left relaying the date and time of the call, as well as the details of the relief work being offered. If the message is not returned within the time limits set out in section (e) below, the next senior casual who responds within the time limits shall be awarded the relief work.

- (c) 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.
- (d) When a casual employee has indicated a preference for text, the Employer may contact those employees by text message instead of by phone as per (i), (ii) and (iii) below. Employees without text options registered, shall be called as per 8(b) above at the phone number provided. Where the Employer uses group texting it shall be done in a manner that ensures confidentiality of employee information.
  - i) Where a vacancy is known less than 2 hours in advance, the casual employees shall have 7 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.
  - ii) Where a vacancy is known more than 2 hours but less than 4 hours, the 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.
  - iii) Where a vacancy is known more than 4 hours, but less than 24 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 24 hours, but less than 72 hours in advance, the employees shall have 4 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
  - v) Where a vacancy is known more than 72 hours in advance, the casual employee shall have 24 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.
  - vi) The Employer shall ensure a process will be put in place to enable the canvassing of employees who are on shift at the time of the call out.
- (e) 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.
- (f) All calls/texts as per the above shall be recorded and maintained for the purpose, which shall show the name of the employee called, the time the vacancy was known, the time that the contact was made, the job required to be done, whether the employee accepts or declines the invitation to work, or fails to answer the telephone/text or if a message was left, and the signature/contact information of the person who made the call/contact. All text messages shall also be retained/recorded as part of the call records or log book. In the event of a dispute, the Union shall have reasonable access to the log book/contact information (including texts) and shall be entitled to make copies.
- (g) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.
- (h) All electronic communications regarding relief work shall include the following in the message:
- i) Time of the electronic call out.
  - ii) Details of relief work being offered, including date, location and shift times.

- iii) Appropriate response time (see point (d)(i), (ii), (iii), (iv) and (v) above).
  - iv) Number for employees to respond to.
9. 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.
10. (a) The master casual employee seniority list and each classification registry shall be revised and updated every three (3) months as at seven (7) calendar days following the first (1<sup>st</sup>) pay period as at January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
- (b) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next adjustment date.
- (c) Within two (2) weeks of each adjustment date the Employer shall send to the Union a revised copy:
- i) of the master casual seniority list;
  - ii) of each classification registry maintained by the Employer.
- 11.(a) Except for regular employees who transfer to casual status, casual employees shall serve a probationary period.
- (b) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to

Article 6.02 of the Collective Agreement but at no time will this period be longer than the full period of one probationary period.

- (c) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period.

12. A regular employee who is laid off shall be entitled, as of right, to transfer to casual status. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and shall have their sick leave bank frozen and only accessible if they return to regular status.
13. The parties have agreed that upon return to work from receiving WorkSafeBC Benefits, casual employees receive seniority hours for their time away based on the rate of seniority hours earned in the twenty-six (26) weeks immediately preceding the date of injury.
14. A casual employee shall provide the Employer with their availability to work, in writing, for the forth coming month. This will be submitted no later of the fifteenth (15<sup>th</sup>) of the month for the next month.
15. The Employer shall only be obliged to call an employee for those days and shifts the employee has identified as being available. A Casual employee may amend their availability by submitting a request to the Employer for the change but will not be added to the 'obligated' list until the start of the next month.
16. Casual employees shall not be dismissed except for just and proper cause, unless they are in their probation period and therefore would be accessed under the criteria found under Article 10.02 - Probationary Period. Casual employees who have not been available for three (3) consecutive months

without sufficient reason, or have refused work on more than 3 occasions in a two month period of time, may have their names removed from the casual list.

Declining a call out to work because the casual employee has already accepted paid work will not be consider a refusal. In the event of a grievance, the burden of proof is on the grievor to establish proof of other paid work.

## **ARTICLE 48 - EFFECTIVE AND TERMINATING DATES**

### **48.01 Duration**

December 21, 2023 to December 20, 2026.

### **48.02 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.

### **48.03 Agreement to Continue in Force**

Both Parties shall adhere fully to the terms of this Agreement until such time as a strike or lockout commences.

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.

### **48.04 Effective Date of Agreement**

The term of the Collective Agreement shall be from the date of ratification for a period of three (3) years.



**ADDENDUM #1**  
**Wage Schedules**

<b>Position</b>	<b>Steps</b>	<b>Current Wage September 2021</b>
<b>RN</b>	Probation	\$36.50
	After 487.5	\$37.00
	1,825	\$37.25
	3,650	\$37.50
<b>LPN</b>	Probation	\$26.00
	After 487.5	\$26.50
	1,825	\$26.75
	3,650	\$27.00
<b>ALW / RA / CA / CSW</b>	Probation	\$19.50
	After 487.5	\$20.00
	1,825	\$20.25
	3,650	\$20.50
<b>Cook</b>	Probation	\$18.25
	After 487.5	\$18.75
	1,825	\$19.00
	3,650	\$19.25
<b>Dietary / Laundry / Housekeeping</b>	Probation	\$15.50
	After 487.5	\$16.00
	1,825	\$16.25
	3,650	\$16.50
<b>Maintenance</b>	Probation	\$19.50
	After 487.5	\$20.00
	1,825	\$20.25
	3,650	\$20.50

**MEMORANDUM OF AGREEMENT #1**

**BETWEEN**

**YARROW LIMITED PARTNERSHIP  
THE HAMLETS AT DUNCAN**

**AND**

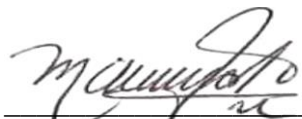
**HOSPITAL EMPLOYEES' UNION**

**Re: No Contracting out**

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- (a) The Employer agrees that it will not contract out bargaining unit work which would result in the laying off of bargaining unit employees for the duration of this agreement. It is further understood that the Employer will not give notice of contracting out during the term of the agreement.
- (b) The Employer agrees to give the Union notice in writing, at least 180 days prior to contracting out any work that may result in the layoff of any employee in the bargaining unit.
- (c) Discussions will commence between the parties within 20 days of such notice and every reasonable effort will be made to providing employment for affected employees.
- (d) The Employer will give employees subject to layoff due to contracting out of any bargaining unit work 180 days written notice or normal pay for that period in lieu of notice.

**SIGNED ON BEHALF OF  
THE UNION:**



**Maria Rodriguez**  
Bargaining Representative

November 4, 2024

**Date Signed**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**



**Peter Kafka**  
Chief Spokesperson

Dec 20 / 2024

**Date Signed**

**MEMORANDUM OF AGREEMENT #2  
BETWEEN**

**YARROW LIMITED PARTNERSHIP  
THE HAMLETS AT DUNCAN**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Weekend Shift Premium**

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The Parties agree to the following:

- Effective on the date of ratification of the first Collective Agreement, employees who work weekend shifts shall receive a shift differential premium.
- The premium shall be \$1 per hour.
- The weekend shift means any shift that begins at 11:00 p.m. on Friday and ends on or before 11:00 p.m. on Sunday.
- The shift differential payable where the majority of the hours fall within that time period.
- The shift differential expires upon the renewal of this Collective Agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

  
\_\_\_\_\_  
**Maria Rodriguez**  
Bargaining Representative

November 4, 2024  
\_\_\_\_\_  
**Date Signed**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**Peter Kafka**  
Chief Spokesperson

Dec 20 / 2024  
\_\_\_\_\_  
**Date Signed**

**MEMORANDUM OF AGREEMENT #3**

**BETWEEN**

**YARROW LIMITED PARTNERSHIP  
THE HAMLETS AT DUNCAN**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Wage Rate**

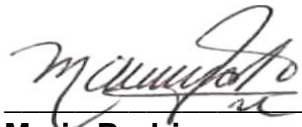
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The Parties acknowledge they have not entered into wage rate discussions.

The Parties agree that should the single site levelled up wage rates be terminated by the government prior to the Collective Agreement expiring, the Parties shall meet to discuss wage rates.

No other Article of the Collective Agreement shall be subject to the wage rate discussions, unless mutually agreed to by the Parties.

**SIGNED ON BEHALF OF  
THE UNION:**



**Maria Rodriguez**  
Bargaining Representative

November 4, 2024

**Date Signed**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**



**Peter Kafka**  
Chief Spokesperson

Dec 20 / 2024

**Date Signed**

**SIGNED ON BEHALF OF  
THE UNION:**

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

  
**Maria Rodriguez**  
Bargaining Representative

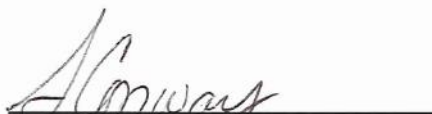
  
**Christa Perestam**  
Bargaining Committee

  
**Gail Montgomery**  
Bargaining Committee


  
**Lisa Harrison**  
Bargaining Committee

November 4, 2024  
\_\_\_\_\_  
**Date Signed**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
**Sharon Conway**  
Director, Human Resources

  
**Peter Kafka**  
Chief Spokesperson

  
\_\_\_\_\_  
**Date Signed**