

COLLECTIVE AGREEMENT
BETWEEN
LAKESIDE GARDENS SENIORS RESIDENCE
SOCIETY
AND
HOSPITAL EMPLOYEES' UNION



April 1, 2024 – March 31, 2027

Note: underlined text is new language for 2024-2027

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MEMORANDUM OF AGREEMENT

BETWEEN

LAKESIDE GARDENS SENIORS RESIDENCE SOCIETY

AND

HOSPITAL EMPLOYEES' UNION, representing the employees of the Employer who are affected by this Agreement and for whom it has been certified as the sole bargaining agency.

ARTICLE 1 - PREAMBLE

1.01

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

AND WHEREAS the Union is formed by and includes certain employees of the Employer;

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

(b) Variation

The general provision of this agreement shall have application save and except where specific variations are provided in attachments to this agreement.

1.02 No Discrimination / 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 bullying, sexual harassment and other types of harassment as prohibited in legislative and regulatory requirements within the Province of British Columbia by employees, including management employees.

The Employer will take action, appropriate to the circumstances, where such harassment is found to exist.

- (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.

1.03 Complaints Investigation

An employee who complains of harassment as defined in Article 1.02 (b) above may refer the complaint to either one or other of the following processes:

- (a) Where the complaint pertains to the conduct of an employee within the H.E.U. Bargaining Unit, it shall be referred to Ms. Brodsky; Ms. H. Jansen; or Ms. J. Henderson (Complaints Investigator).
- (b) Where the complaint pertains to the conduct of a person not in the H.E.U. Bargaining Unit, it shall be referred to a mutually agreed investigator.

When a complaint is received under either (a) or (b) above, the appropriate Complaint Investigator shall:

- i) investigate the complaint;
- ii) determine the nature of the complaint; and

- iii) make written recommendations to resolve the complaint.
- (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.

1.04 Respectful Conduct in the Workplace

Individuals are responsible for conducting themselves in a respectful manner in the workplace and at work-related gatherings.

A respectful workplace is characterized by:

- (a) Polite behavior – defined as courteous and considerate behavior towards others.
- (b) Inclusion – of people with different backgrounds, cultures, strengths and opinions;
- (c) Safety – from disrespectful, discriminating, bullying and harassing behavior;
- (d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, or visitor contact, provided the acts are committed within the course of the employment relationship.
- (e) Support – individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.
- (f) Dispute Resolutions Processes – differences will be managed through dispute resolution processes, including, but not limited to Articles 1.03 and 8 of this agreement. Where the complaint can be adequately remedied in a single forum, no multiple forum complaints shall be filed.

1.05 Workplace Bullying

Bullying for the purpose of this Article is any repeated or systematic behavior which may be either physical, verbal or psychological including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person.

Personal harassment and/or bullying does not include acceptable social banter in the workplace. Nor does it include actions occasioned through the exercise in good faith of management's rights.

1.06 Inclusion

Inclusion for the purpose of this Article means welcoming people with diverse backgrounds into the workplace. Behaviours include but are not limited to:

- working to understand cultural differences,
- working constructively with employees accommodated as a result of the Employer's duty to accommodate and valuing other's differing styles and contributions.

1.07 Support

Support for the purpose of this Article means coaching, in-service training and/or internal or external expert intervention designed to bring dispute resolution skill and respectful workplace knowledge to the workplace.

Nothing in the above definitions or any application thereof is intended to reduce, restrict or fetter the Employer's right and ability to manage and or discipline its employees.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been

certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

2.02 Union Shop

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

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

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

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

- Article 8.02 - Grievance Procedure
- Article 8.04 - Dismissal/Suspension for Alleged Cause
- Article 8.06 - Expedited Arbitration
- Article 9 - Arbitration
- Article 20 - Termination of Employment

2.03 Union Check-Off

The Employer agrees to the monthly check-off of Union dues, assessments, initiation fees and written assignments or amounts equal to Union dues.

Such deductions shall be remitted to the Union within 14 days after the end of the calendar month and, as a condition of continued employment, employees shall sign a wage assignment covering such deductions.

By no later than the 15th of each month, the Employer shall electronically provide the Union's provincial office with a list of all employees hired, including their name, employee number, date of hire, and Union Dues paid for each month, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharge, resignations, retirements and death) 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 shall show Union Deductions on the employees T4.

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

Twice every calendar year, in January and July, the Employer shall electronically provide to the servicing representative of the Union, and the Secretary Treasurer of the Local, a list of all employees in the bargaining unit, their addresses, personal emails, and telephone numbers, as provided to the Employer. Other information provided on the list shall include their job titles, status, seniority, and emailed to memberupdates@heu.org.

2.04 Induction

The Employer shall provide the opportunity for a Union-

designated representative to meet with any new employees at some point during the orientation period of that employee. Such meeting may involve more than one (1) new hire.

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

2.05 Union Stewards

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

- (a) There shall be no more than three (3) Union Stewards.
- (b) The Employer is to be kept advised of all Steward appointments.
- (c) One (1) Steward, or Union Committee member, shall be appointed by the Union as Chief Steward who may present or assist in the presentation of any grievance.
- (d) Where the absence of more than one Steward, or Union Committee member, shall interfere with the proper operation of the department, then no more than one Steward or Committee member shall be given a leave of absence to transact Union business at any one time.
- (e) When a Steward, or Union Committee member, is the only Union employee in a department or where their absence would unduly interfere with the proper operation of the department, then such Steward may be refused leave of absence to transact Union business.
- (f) It is agreed that Stewards and Union Committee members must be current employees at Lakeside Gardens Retirement Community Inc.

2.06 Meeting Space

The Employer may provide the Union reasonable access to the staff room, upon request, based upon availability, in accordance with current scheduling procedures.

Where the staff room is not suitable for the meeting, other on-site space may be made available when it does not impact on resident services or programs.

Meeting space shall not be available for meetings that may be detrimental to the operations of the facility or to residents or families, as determined by the Employer.

Requests for meeting space will not be unreasonably denied.

ARTICLE 3 - DEFINITIONS

For the purpose of this Agreement:

- (a) "Employer" means Lakeside Gardens Seniors Residence Society (hereinafter Employer or Lakeside Gardens).
- (b) "Union" means the Hospital Employees' Union (H.E.U.), hereinafter referred to as "the Union."
- (c) "Bargaining Unit" is the unit comprised of all employees of the Employer described in Article 2.01.
- (d) **Common-Law Spouse**
Two people who have cohabited as spousal partners for a period of not less than one (1) year.

This definition shall apply to the following sections of the Agreement:

- Article 40 - Health Care Plans

ARTICLE 4 - MANAGEMENT RIGHTS

The management of the Employers business and the direction of the employees including their hiring, firing, promotion is vested exclusively with the Employer except as may be otherwise specifically provided in this agreement. Without limiting the generality of the above, it is the Employer's right:

- (a) to establish standards, policies, and procedures not inconsistent with the provisions of this Agreement. A copy

shall be supplied to the Union committee in advance of the new policy or amendment becoming effective. Any new policy or amendments will then be communicated to employees, with a copy posted on the employees' bulletin board;

(b) to maintain efficiency;

(c) to plan, direct and control the work of the employees which includes the introduction of new and improved methods, and the operation of its business.

ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION

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

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 No Strikes or Lockouts

There shall be no strikes or lockouts during the term of the Collective Agreement.

6.02 Legal Picket Line

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

ARTICLE 7 - DISCUSSION OF DIFFERENCES

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

To this end, the parties agree to the establishment of an Employee Relations Committee.

7.01 Employee Relations Committee

- (a) There will be an Employee Relations Committee comprised of an equal number of Employer and Union members to a maximum of three (3) appointed by each Party.
- (b) The Committee shall meet for the purpose of discussion and, if possible, resolution of any matter of mutual concern. 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:
 - i) Reviewing matters, other than grievances, related to the maintenance of good relations between the parties;
 - ii) Correcting conditions causing misunderstandings;
 - iii) Dealing with matters referred to in this Agreement.
 - iv) Improving work place efficiencies and operations.

Matters which are the subject of a grievance will be referred to the Union/Management meetings for discussion.

- (c) A proposed written agenda shall be distributed to Committee members, if at all possible, at least three business days before the meeting.
- (d) The Employer shall take and distribute minutes of the meetings.
- (e) Employees who are members of the Employee Relations Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Committee.
- (f) Meetings will be scheduled by the Employer within fourteen (14) days of a request by any member of the Committee unless agreed otherwise.

7.02 Union Committee

The Union shall appoint and maintain a Committee comprising persons who are employees of the Employer and/or the Secretary-Business Manager, or their representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee.

7.03 Union/Management Meetings

The Union Committee shall, as occasion warrants, meet with the Employer for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned, including possible renegotiations relative to this agreement and the Schedules which are part thereof. However, except for renegotiations of Agreements, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

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

Grievance of a general nature may be initiated by a member of the Union Committee in Step Two of the grievance procedure outlined in Article 8.

7.04

- (a) On the request of either party, the parties must meet at least once every three months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.
- (b) A proposed written agenda shall be distributed to Committee members at least seventy-two hours before the meeting.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Union Representation

No Union Steward or employee shall leave their work area without obtaining the permission of their immediate supervisor. Employee-Union Steward discussions shall take place where resident service is not affected. Union Stewards shall be permitted to represent an employee's interest without loss of pay, when such meetings are scheduled during the Union Steward's hours of work.

8.02 Grievance Procedure

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

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

Grievances shall be processed in the following manner:

(a) Step One

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

(b) Step Two

The grievance shall be reduced to writing by:

- i) Recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the

circumstances from which it arose;

- ii) Stating the Article or Articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- iii) The grievance shall be signed by the employee and a Steward or Union Committee member and presented to the immediate supervisor.

The grievance shall then be submitted to the General Manager or their designate who shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented and,

A meeting may be held by mutual agreement. Within seven (7) calendar days of receipt of the written grievance or seven (7) days following the meeting, whichever is later, the General Manager or designate shall give their written reply to the grievance. If the grievance is not settled at this step then:

(c) Step Three

Should the written reply not resolve the grievance, it may be referred to the Union/Management meeting set out in Article 7.03 of this Agreement provided it is referred within twenty-one (21) days of the receipt of the written reply.

A Union/Management meeting shall be held within twenty-one (21) days of the referral or at some mutually agreed time.

At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to Industry Troubleshooter or Arbitration within thirty (30) calendar days.

(d) Time Limits

The time limits may be changed by mutual agreement of the

parties. Where the grievance is not forwarded to the next stage of the grievance procedure within the time limits as outlined, it shall be deemed to have been abandoned unless reasonable arguments for the delay are presented. However neither party shall be deemed to have prejudiced its position on any future grievance.

8.03 Policy Grievance

Where either party to this agreement disputes the general application, interpretation or alleged violation of an article to this agreement, the dispute shall be discussed initially with the Employer, their designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party may submit the dispute to arbitration as set out in Article 9 of this agreement.

8.04 Dismissal/Suspension for Alleged Cause

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

An employee has the right to grieve any discipline.

Disciplinary suspensions, or discharges for cause, will be confirmed in writing. The Employer will provide the servicing representative a copy as soon as possible, and not later than seven (7) days following the date on which the employee was disciplined or discharged. Any employee who has received a disciplinary suspension, or who has been discharged for cause, has fourteen (14) days following the date on which they were disciplined or discharged to deliver a grievance to the Employer. The grievance would be submitted as Step 3 of the grievance procedure.

8.05 Industry Troubleshooter

- (a) 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, then during the term of the Collective Agreement:
- Amanda Rogers
 - Christopher Sullivan
 - Elaine Doyle
 - Jacquie De Aguayo
 - Ken Saunders
 - Mark Brown
 - Rod Germaine
 - or a substitute agreed to by the Parties, shall, at the request of either party:
- i) Investigate the difference;
 - ii) Define the issue in the difference; and,
 - iii) 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.

(b) Agreed to Statement of Facts

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

8.06 Expedited Arbitration

- (a) Either party, with the written agreement of the other party, may advance a grievance which has not been resolved at Step 3 to expedited arbitration.
- (b) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (c) As the process is intended to be informal, practicing lawyers will not be used to represent either party.

- (d) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations. The parties will endeavour to reach an agreed to statement of facts prior to the hearing.
- (e) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (f) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (g) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- (h) 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.
- (i) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (j) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (k) The expedited arbitrators, who shall act as sole arbitrators, shall be:
 - Amanda Rogers
 - Christopher Sullivan
 - Elaine Doyle
 - Jacquie De Aguayo
 - Ken Saunders
 - Mark Brown
 - Rod Germaine
 - or a substitute agreed to by the Parties.
- (l) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9, excepting Article 9.03.
- (m) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

ARTICLE 9 - ARBITRATION

9.01

(a) Composition of the Board

Should the parties fail to settle a grievance, such grievance, including any question as to whether any matter is arbitrable, may be referred to an arbitration Board composed of three (3) members. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

One (1) member is to be appointed by the Employer, one (1) by the Union and the third (3rd), who shall be the Chairperson of the Arbitration Board, by the two (2) appointees. Failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, the Chairperson of the Arbitration Board shall be appointed on a rotating basis outlined below:

Panel of Arbitrators:

- Ken Saunders
- Rod Germaine
- Christopher Sullivan
- Elaine Doyle
- Amanda Rogers
- Jacquie De Aguayo
- Or a substitute agreed to by the Parties.

The party referring the grievance to arbitration will select two individuals from among those listed, and provide those names to the second party. The second party may either select one of the two individuals as the arbitrator, or select two other individuals from among those listed. In the event the parties continue to disagree, the Chair of the Labour Relations Board of British Columbia will be requested to appoint the Chair from among the remaining four (4) names.

The parties, by mutual agreement, may amend the list of arbitrators at any time or select a single arbitrator in the place of the three-person board.

- (b) The Parties, by mutual agreement, may select a single Arbitrator from the list contained in Part 9.01 (a) to act as a Mediator and/or Arbitrator.

If mediation fails, the Arbitrator can issue a final and binding award.

(c) Dismissal/Suspension

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named below:

- Ken Saunders
- Rod Germaine
- Christopher Sullivan
- Elaine Doyle
- Amanda Rogers
- Jacquie De Aguayo
- Or a substitute agreed to by the Parties.

The party referring the grievance to arbitration will select two individuals from among those listed, and provide those names to the second party. The second party may either select one of the two individuals as the arbitrator, or select two other individuals from among those listed. In the event the parties continue to disagree, the Chair of the Labour Relations Board of British Columbia will be requested to appoint the Chair from among the remaining four (4) names.

The selection of an appropriate arbitrator must consider the availability of the arbitrator in accordance with the time frames set out in this sub-article.

The arbitrator shall schedule a hearing within seven (7) calendar days of their appointment.

The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

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

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 9 excepting Article 9.03.

9.02 Powers of the Board

No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure except where the Collective Agreement specifically provides a matter bypasses a step or steps of the grievance procedure.

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

The Board of Arbitration shall not be empowered to make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of this Agreement.

If the Arbitration Board finds that an employee has been laid off

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

9.03 Authority of Arbitration Board

A Board of Arbitration established under this Article of the Collective Agreement shall have twenty (20) days to render a decision with respect to the question to be arbitrated, unless this time limit is extended by mutual agreement between the parties.

9.04 Employee Called as a Witness

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

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

9.05 Arbitration Board Hearings

Where operational requirements permit, the Employer shall grant leave without loss of pay for prescheduled hours to an employee representing the Union before an Arbitration Board, provided the dispute involves the Employer.

If an employee is on a scheduled day off, they shall receive straight-time pay for up to seven-and-one-half (7.5) hours provided the dispute involves the Employer.

9.06 Expenses of Arbitration Board

Each party shall bear the expenses of the nominee appointed by such party and shall pay half of the expenses of the Chairperson

and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

ARTICLE 10 - DEFINITION OF EMPLOYEE STATUS

10.01 Regular Full-Time Employees

A regular full-time employee is one who is regularly scheduled to work on a full-time basis as defined in Article 22. Regular full-time employees accumulate seniority on a hourly basis and are entitled to all benefits outlined in this Collective Agreement.

10.02 Regular Part-Time Employees

A regular part-time employee is one who is regularly scheduled to work less than a full-time employee. Regular part-time employees accumulate seniority on a hourly basis, and receive benefits, in accordance with the part-time addendum attached to this Collective Agreement.

10.03 Casual Employees

A casual employee is an employee in respect of whom there is no regular schedule of work. Casual employees accumulate seniority on a hourly basis, and receive benefits in accordance with the casual employee addendum attached to this Collective Agreement.

10.04 Student Employees

A student employee is an employee who is employed in keeping with Memorandum of Agreement (MOA) #1. Student employees may include regular part-time and casual status employees. Student employees accumulate seniority on a hourly basis and receive benefits in accordance with the Collective Agreement and MOA #1.

10.05 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding four (4) definitions. If a dispute

arises over the proper allocation of employee status, such dispute shall be resolved through Article 8.02 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

ARTICLE 11 - INCREMENTS

All employees shall move to the increment step indicated by accumulated hours of service with the Employer.

ARTICLE 12 - PROBATIONARY PERIOD

12.01 Calculation of Seniority, Probationary Period

For the first three-hundred-and-seventy-five (375) hours worked, an employee shall be a probationary employee. During the probationary period, the Employer will assess the abilities and suitabilities of the probationary employee, and, where in the Employer's opinion these abilities and suitabilities are lacking, the Employer is free to terminate the employment of the probationary employee.

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

12.03 The Employer will meet with the probationary employee at least once during their probationary period to discuss and provide feedback about the employee's progress. The Employer will endeavor to hold such meeting near the midpoint of the probationary period. This will not preclude the Employer from meeting earlier with the probationary employee when determined necessary by the Employer.

ARTICLE 13 - PERFORMANCE REVIEWS, AND PERSONNEL FILES

13.01 Performance Reviews

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

13.02 Personnel File

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

The employee or the Secretary-Business Manager of the Union, as the case may be, shall give the Employer at least two (2) business days' notice prior to examining the file.

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

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

Any discipline shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

Letters of expectations, although not disciplinary, shall be removed from the employees file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction of a similar nature.

ARTICLE 14 - SENIORITY

14.01 Promotion, Transfer, Demotion, Release

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

14.02 Qualifying Period

If a regular employee is promoted, voluntarily demoted, or transferred to a job covered by the terms of this Agreement, such employee shall be considered a "qualifying employee" for a period of three-hundred-and-seventy-five (375) hours worked. If the employee is found by the Employer to be unsatisfactory during this period, or if the employee requests to be returned to their former position during this period, they shall be returned to their former position and rate of pay, without loss of seniority or benefits, and all other employees who have changed status as a result of the initial change shall likewise return to their former status.

14.03 Temporary Promotion or Transfer

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

14.04 Re-employment After Retirement

Employees who have retired and are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All perquisites earned up to the date of retirement shall be continued or reinstated.

14.05 Supervisory Service

It is understood service with the Employer as a supervisory employee does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

14.06 Seniority Hours

Seniority lists shall be reviewed and posted every six (6) months. Such seniority hours shall be subject to correction for error on proper representation by the Union, within two (2) months of the Union's receipt of the seniority hours. Upon request, the Employer agrees to make available to the Union the seniority hours of any employees covered by this Agreement.

14.07 Loss of Seniority

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

- (a) voluntarily resigns, retires, or is discharged for just cause; or
- (b) is absent from work without a reasonable excuse for three (3) or more consecutive days for which they are scheduled; or
- (c) is absent from work by reason of layoff for more than twelve (12) months; or

- (d) overstates an authorized leave of absence without a reasonable excuse.

14.08 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 15 - JOB POSTINGS AND APPLICATIONS

15.01 Job Postings and Applications

If a vacancy or new job within the bargaining unit 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 thirty (30) calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for seven (7) calendar days, in a manner which gives all employees access to such information.

The job posting shall indicate that the information provided is subject to the relevant provisions of the Collective Agreement.

- (b) Any employee may apply during the posting period, but no applications will be accepted after the posting period ends.
- (c) When more than one (1) internal candidate applies, Article 14.01 will apply.
- (d) It is the responsibility of each employee to be aware of job postings and to apply within the posting period. Employees may submit an application in writing, when they will be absent from work during the time of posting, in advance of their

leaving, stating the job(s) they would be interested in applying for should a vacancy or new job occur during their absence.

- (e) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant in either 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 agrees to supply to the Union the name of all applicants for a vacancy or new position in the course of a grievance investigation.
- (g) When an employee transfers to a new job through a job posting, or is transferred, they will be paid as follows:
 - i) if the new job has a higher pay scale, the employee will start at the first step on the new scale which represents an increase.
 - ii) if the new job has a lower pay rate, the employee will start at the step on the new, lower pay scale, which they had reached on their old job.
- (h) If the vacancy or new job has a duration of less than thirty (30) consecutive days, qualified regular full-time employees who have indicated in writing their desire to work in such positions, shall be given the opportunity, where practical, consistent with the requirements of Article 14.01. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 21, the proposed move shall not be made. The limitation to regular full-time employees shall be subject to local agreement in written form.
- (i) Notwithstanding any other part of this Article, if a temporary vacancy arising from the absence of a regular employee has an anticipated duration of 60 days or more, the vacancy shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access

to such information, provided that no regular employees 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.

If the temporary vacancy is for less than sixty (60) calendar days, the position shall not be posted, and instead shall be filled as follows:

- i) Where practical by qualified regular employees who have indicated in writing their desire to work in such position. The selection process shall be consistent with Article 14.01. If the application of this paragraph requires the Employer to pay overtime to the employee, the proposed move shall not be made.
- ii) By employees registered for casual work in accordance with the casual addendum.
- iii) In cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under part (ii) for a period of up to seven (7) calendar days.

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

- (j) Two (2) copies of all postings shall be sent to the Secretary-Treasurer of the Local within the aforementioned seven (7) calendar days.

ARTICLE 16 - JOB DESCRIPTIONS

The Employer shall draw up job descriptions for all newly created classifications in the Bargaining Unit. These shall be presented in writing to the Servicing Representative and the Local Chairperson.

In the case of a newly created classification, or where an existing classification is changed to the extent that it becomes a new

classification, the Employer shall remit such job descriptions and the remuneration proposed, as outlined above.

The Union will have sixty (60) calendar days to object to the remuneration of the new or changed classification in relation to the wage rates of existing classifications in the Bargaining Unit.

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

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

Prior to implementing a change in job descriptions, the Employer will provide notice to the Union and, upon written notice, meet to review this change with the Union and consider input and alternatives proposed by the Union. This review shall not delay implementation of the change.

ARTICLE 17 - NOTICE OF NEW AND CHANGED POSITIONS

17.01 New Positions

In the event the Employer shall establish any new position, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union, and unless notice of objection to the classification and wage rate by the Union is given to the Employer within sixty (60) calendar days after such notice, such classification and wage rate shall be considered to have been agreed. Where the Union objects to the classification and wage rate, it shall provide reasons for the objection in writing. If no agreement can be reached between the Employer and the Union within a further sixty (60) days the issue will be put to expedited arbitration in accordance

with the provisions of Article 8.06.

If the classification and/or wage rate established by the Employer for such new position are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.

17.02 Change in Duties

In the event the Employer shall adopt significant new methods of operation, the Employer shall give written notice to the Union of those existing jobs which have been affected by such new methods of operation with respect to changes in job content, and/or required qualifications, along with any change in the job classification and/or wage rate.

If notice of objection is not received from the Union within sixty (60) calendar days after such notice, then the classification and wage rate shall be considered to have been agreed. When the Union objects to the classification and wage rate, it shall supply specific reasons for the objection in writing. If no agreement can be reached between the Employer and the Union within a further sixty (60) days, the issue will be put to expedited arbitration in accordance with the provisions of Article 8.06.

If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date of the change in job content and/or requirements.

ARTICLE 18 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

18.01 Preamble

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

18.02 Definition of Displacement

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

18.03 Notice of Displacement

The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change as described in Article 18.02.

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

18.04 Bumping

It is agreed that in instances where a job is eliminated, by either automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the 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 transfer under this section 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 three percent (3%) of their existing pay rate.

18.05 Technological Displacement

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

outlined in Article 14.01 and Article 18.

18.06 Job Training

The Employer and the Union agree to discuss, under Article 7, the issues related to Training and Skill Upgrading for the following purposes:

- (a) for planning training programs for those employees affected by technological change;
- (b) for planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- (c) for planning training programs for those employees affected by new methods of operation;
- (d) for planning training programs in the area of general skill upgrading.

Whenever necessary, this Committee shall seek the assistance of external training resources such as the Federal Department of Employment and Immigration and Provincial Ministry of Labour and Consumer Services, or other recognized training institutions.

ARTICLE 19 - LAY-OFF

19.01 The parties agree to make use of attrition, business growth, job retraining, and/or mechanisms to avoid displacement of employees. The Employer will exercise reasonable efforts to avoid reductions in force, reductions in hours, and/or job elimination. If, after exercising reasonable efforts to avoid layoff, it is necessary to conduct a layoff then such layoff shall be undertaken as set forth below.

19.02

(a) Layoff Defined

- i) Layoff is defined as the elimination of a job that is not required by the Employer.
- ii) Regular employees shall be laid off in order of seniority.

- iii) A reduction of hours shall constitute a lay-off under this provision, where the Employer reduces an employee's regularly scheduled hours below the hours the employee was hired to perform as set out in the job posting, pursuant to Article 15.

(b) Layoff Notice

The Employer shall give regular full time and regular part-time employees the following written notice of layoff, or normal pay for that period in lieu of notice.

- Less than three (3) years seniority, thirty-one (31) calendar days;
- Three (3) years or more seniority, thirty-one (31) calendar days plus one week for every year of service to a maximum of eight (8) weeks.

When a regular employee is not given the opportunity to work during such notice period, then they shall be paid for those days upon which work would be scheduled and was not made available.

Notice of layoff shall not apply where the Employer can establish that the results are from an act of God, fire, or flood, or other cause beyond its control.

Lay-offs will be in accordance with the British Columbia *Employment Standards Act*.

19.03 Bumping

Laid off employees may, at their discretion, displace the most junior employee in their classification with the same number of hours and shift schedule, provided they are qualified to do the work of the displaced employee.

Where no equivalent shift schedule exists, a laid-off employee may bump any junior employee, provided they are qualified to do the work. Where there is a group of junior employees (two or

more) with the same average weekly hours and in the same classification as the bump choice of the laid off employee, the laid off employee shall bump the most junior employee within the group.

This clause shall not apply where there is a temporary reduction in hours due to reduced occupancy (see MOA #2).

Laid off employees who elect not to bump or who are ineligible to bump may elect to be placed on the casual list in accordance with the Addendum - Casual Employees.

ARTICLE 20 - TERMINATION OF EMPLOYMENT

20.01 Notice of Termination

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

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

ARTICLE 21 - SCHEDULING PROVISIONS

21.01 Scheduling Provisions

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) The Employer will not alter the posted schedule without the mutual agreement of the employees affected.
- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next, unless mutually agreed otherwise.
- (c) Except where mutually agreed between the employee and General Manager, shift schedules shall be arranged so that an employee:

- i) is not scheduled to work more than six (6) consecutive days; the parties agree this clause shall not apply until the facility changes to a rotating schedule.
 - ii) employees will have, as far as possible, every third weekend off (The Parties agree that Article 21.01(c)(ii), shall not apply until the facility changes to a rotating schedule);
 - iii) employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays.
- (d) Employees will be allowed to exchange shifts with other employees for personal convenience under the following conditions:
- i) The employees exchanging shifts shall assume full responsibility for the coverage of the shift to which they change; and
 - ii) The employee being replaced must be replaced by another employee appropriate qualified, as determined by the General Manager or designate; and
 - iii) The exchange must receive prior approval in writing which will not be unreasonably withheld, from the General Manager or their designate; and
 - iv) There is no increase in cost to the Employer.
- (e) Employee requests for specific days off must be submitted to the Administrator one week in advance of posting, whenever possible.
- (f) Regular employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

21.02 The hours of work of a job or position, including start or stop times, days off, or work area may be subject to change provided that:

- (a) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory, or in bad faith; and

(b) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off, and work area; and the impact the change will have on the personal circumstances of such employee(s).

Prior to implementing such a change, the Employer will provide notice to the Union and, upon written notice, meet to review this change with the Union and consider input and alternatives proposed by the Union. This review shall not delay implementation of the change.

ARTICLE 22 - HOURS OF WORK

22.01 Continuous Operation

The work week shall provide for continuous operation Sunday through Saturday.

22.02 Hours of Work

The hours of work for each regular full-time employee, covered by this Agreement, exclusive of meal times, shall be seven-and-one-half (7½) hours per day [a minimum of thirty-five (35) hours per week, on average, to a maximum of thirty-seven-and-one-half (37½) hours per week, on average], or an equivalent mutually agreed to by the Employer and the Union.

Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.

22.03 Rest and Meal Periods

(a) Rest Periods

Employees working a full shift shall receive two (2) rest periods, one in each half of the shift, not to exceed fifteen minutes each. Employees working less than a full shift shall receive one (1) rest period of fifteen minutes.

(b) Meal Periods

Employees working shifts of longer than five (5) hours shall receive a one-half (½) hour unpaid meal break.

22.04 Split Shifts

There will be no split shifts.

22.05 Part-Time Employees

The parties recognize part time employees are required if the Employer is to provide services in an efficient fashion, and accommodate work schedules.

The parties also recognize there are a number of advantages to combining part-time positions so as to create full-time positions, and the Employer is free to do so.

The Union is free to suggest any specific action, and the Employer undertakes to give serious consideration to any such suggestion.

ARTICLE 23 - OVERTIME

23.01

(a) The following are definitions of usual full-time work:

The hours of work for each regular full-time employee, covered by this Agreement, exclusive of meal times, shall be seven-and-one-half (7½) hours per day [a minimum of thirty-five (35) hours per week, on average, to a maximum of thirty-seven-and-one-half (37½) hours per week, on average], or an equivalent mutually agreed to by the Employer and the Union.

(b) No overtime will be paid unless the overtime is previously authorized by the Administrator, or designate, other than in emergencies.

(c) Overtime pay at the rate of:

- i) time and one-half of their basic hourly rate of pay for the first two-and-a-half (2.5) hours of overtime on a scheduled work day and double-time thereafter;
- ii) on a scheduled day off will be paid for authorized hours

worked in excess of the usual full-time daily or weekly hours as set out in (1).

23.02 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 30, the employee shall be paid overtime at the rate of time-and-one-half ($1\frac{1}{2}$ x) the premium statutory holiday rate for all hours worked beyond seven-and-one-half ($7\frac{1}{2}$) in that day.

23.03 At the time an employee is required or requested to work overtime, the employee may opt for compensating time-off at the applicable overtime rate, in lieu of overtime pay. If an employee opts for compensating time off, the time shall be taken at a time mutually agreed to by the employee and the Employer, and shall be taken within 26 weeks of the week during which the overtime/compensating time off was earned. The Employer will make a reasonable effort to allow time off when requested by the employee.

23.04 An employee who works two-and-one-half ($2\frac{1}{2}$) hours of overtime immediately before or following their scheduled hours of work shall receive a meal. One-half ($\frac{1}{2}$) hour with pay shall be allowed the employee in order that they may take a meal break.

- (a) This clause shall not apply to part-time employees until the requirements of Article 23.07 have been met.
- (b) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside their regular shift times for a normal work day.

23.05 Overtime is not mandatory, and may be refused by an employee, except in the case of an emergency.

Where an employee does not agree that an emergency exists, they shall work the overtime and may file a grievance later.

23.06 An employee working less than the normal hours per day as outlined in Article 23.01 above, who is asked by their supervisor

to work additional hours, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours of work per day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the workday of a full-time employee.

23.07 An employee working less than the normal hours per week, as outlined in Article 23.01 above, who is asked by their supervisor to work additional hours, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours of work per week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work day in the work week of a full-time employee.

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

ARTICLE 24 - SHIFT AND WEEKEND PREMIUMS

24.01 Employees working the night shift shall be paid a shift differential of one-dollar-thirty cents (\$1.30) per hour for the entire shift worked.

24.02 Employees working the weekend shall be paid a weekend premium of one-dollar-and-five cents (\$1.05) per hour for the entire shift worked.

24.03 Employees working evening shift shall be paid an evening premium of seventy cents (\$0.70) per hour for all hours worked.

24.04 Evening shifts will be defined as any shift in which the major portion occurs between 4:00 p.m. (1600 hours) and 12:00 midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 midnight (2400 hours) and

8:00 a.m. (0800 hours). Weekends will be defined as any shift in which the major portion occurs between midnight Friday and midnight Sunday.

24.05 Where the Employer designates an employee in writing as in charge during the absence of a manager, they shall be paid a premium of one dollar (\$1) for all hours worked under that direction.

Additionally the Employer will provide an in charge premium to the reception position (or if not filled another designated position), an in charge premium of one dollar (\$1) per hour as follows:

- Work days from 4:30 pm to 7:00 pm and weekends shift from 7:00 am till 7:00 pm. On statutory holidays, if the manger works, the work day will apply, and if they don't the weekend will apply.

24.06 Food Safe Certification

If the Employer requires an employee to have Food Safe, the Employer will pay the cost of recertification.

ARTICLE 25 - CALL-BACK

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

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their automobile to work an allowance of sixty-eight cents (\$0.68) per kilometer from the employee's home to the Employer's place of business and return.

ARTICLE 26 - CALL-IN - STATUTORY REQUIREMENT

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

ARTICLE 27 - ON-CALL DIFFERENTIAL

The Employer shall not require employees to be on call.

ARTICLE 28 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

28.01 In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position, or a minimum increase of twenty dollars (\$20) monthly, proportionate to the time worked, whichever is greater, after not less than one (1) work day, retroactive to the start of the relief period. Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

28.02 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.

28.03 Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive ten percent (10%) per month more than the highest rate for their classification, or one-hundred dollars (\$100) per month, or portion thereof, whichever is greater, if so employed for one (1) or more work days, retroactive to the start of the relief period.

ARTICLE 29 - TRANSPORTATION ALLOWANCE

Employees shall not transport residents in the employee's private motor vehicle.

Employees who use their private motor vehicle at the request of the Employer shall be paid an allowance of sixty-eight cents (\$0.68) per kilometer.

ARTICLE 30 - STATUTORY HOLIDAYS

30.01 Statutory Holidays

Employees will be entitled to fourteen (14) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

- | | |
|----------------------|---|
| New Year's Day | Labour Day |
| Family Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| <u>Easter Monday</u> | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | |
| Float Day | |

For clarity purposes the Float Day does not attract premium pay as outlined in 30.03.

30.02 When an employee has been on sick leave that is inclusive of one or more working days prior to a scheduled statutory holiday and one or more working days following such scheduled statutory holiday, then the scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

30.03 Employees who are required to work on a scheduled statutory holiday shall be paid at the rate of time-and-one-half (1.5x). Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the

employee.

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

30.05 Except as otherwise provided in this Agreement, employees on leave of absence, excluding vacation, will not be eligible for paid holidays.

30.06 For the purposes of the holiday, the night shift is the first shift of the day.

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

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

30.09 Employees who are required to work on Christmas Day and/or New Year's Day shall be paid at the rate of double-time.

ARTICLE 31 - VACATIONS

31.01 Vacation Entitlement

The vacation earning/accrual year shall be from July 1st to June 30th each year, and the vacation year shall be January 1st to December 31st.

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

(a) New employees who have been continuously employed at least six (6) months prior to July 1st will receive vacation time

based on total completed calendar months employed to July 1st.

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

(b) Vacation entitlement shall be as follows:

- i) Two (2) weeks after one year – the equivalent of 4% of the earning/accrual year's straight-time hours.
- ii) Three (3) weeks after three years - the equivalent of 6% of the earning/accrual year's straight-time hours.
- iii) Four (4) weeks after five years - the equivalent of 8% of the earning/accrual year's straight-time hours.
- iv) Five (5) weeks after ten years - the equivalent of 10% of the earning/accrual year's straight-time hours.
- v) Six (6) weeks after 15 years - the equivalent of 12% of the earnings/accrual year's straight-time hours.

31.02 Vacation Period

Requests for vacation to be taken in the calendar year must be submitted by April 30th. The choice of vacation periods shall be granted to employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department. Requests for vacation which are not in by April 30th, will be considered in the order in which they are received.

The Employer shall notify employees no later than May 15th of the approval for any vacation requests submitted under this article.

At least sixty percent (60%) of the employees shall, if they so request, and subject to the facility's need to provide service, be scheduled and granted vacations during the months of June, July, August and September.

31.03 Splitting of Vacation Periods

Annual vacations for employees with ten (10) work days' vacation or more shall be granted in one (1) continuous period, but may, upon request from the employee, be divided into as many as four (4) periods, subject to the approval of the Employer, and may, where operational requirements allow, and again subject to the approval of the Employer, be divided into as many as six (6) periods.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period, but only after all other "first", "second" and "third" vacation periods have been posted.

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

31.04 Vacation Pay

The pay for an annual vacation to which an employee is entitled shall be paid in proportion to the vacation being taken at least one (1) day before the beginning of the employee's annual vacation if a written request is received (14) days in advance. Vacation pay will not be paid out unless the employee takes their annual vacation as time off from work.

31.05 Vacations Non-Accumulative

Employees shall be permitted to carry a maximum of five (5) vacation days from one year to the next.

31.06 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 31.01.

31.07 In the event an employee is ill, or injured, such that the vacation cannot be enjoyed, and the employee has prior to the start of their vacation provided proper documentation of illness or injury and so requested, the vacation shall be rescheduled.

31.08 Employees who have commenced their annual vacation shall not be called back to work.

ARTICLE 32 - 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, child (including miscarriage or stillborn child of 20 weeks or later not covered by pregnancy leave), step-child, brother, sister, father-in-law, mother-in-law, son in law, daughter in law, grandparent, grandchild, legal guardian, ward and any person whom are permanently residing in the employee's household or with whom the employee permanently resides.

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

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

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

ARTICLE 33 - SICK LEAVE

33.01

- (a) Sick leave will be paid at 100% of the regular hourly rate.
- (b) Employees shall be entitled to ten (10) days of sick leave per year, accrued at a rate of point-eight-three (0.83) days per month. Any unused sick leave in a year may be carried over for future use, to a maximum sick leave bank of two-hundred-twenty-five (225) hours.
- (c) 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.
- (d) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.
- (e) Regular full-time and regular part-time employees shall have access to a minimum of five (5) days of paid sick leave on January 1st of each calendar year, or such statutorily required amount provided for under the *Employment Standards Act* and Regulation. Where the agreement provides an entitlement greater than the required amount under the *Employment Standards Act* that additionally entitlement shall be provided to the employee as they earn it.
- (f) Casual employees, and part-time employees accruing less than the minimum number of days statutorily required, will be provided with paid sick leave in accordance with the *Employment Standards Act* and Regulation. This benefit for casual employees (and any topped up sick leave for part-time employees) does not accrue and will not be carried over from year to year or be subject to the pay out provisions.

33.02 Doctor's Certificate

A doctor's certificate may be requested by the Employer for absence due to illness in excess of three (3) days in order to ensure that the employee is medically able to resume full duties. The charge for the doctor's certificate will be paid by the Employer.

33.03 If an employee is absent for any reason, and is not otherwise paid, the time in their sick leave bank may be used, at the employee's discretion, to maintain earnings.

In addition to using the sick bank, for maintaining earnings while absent, employees may, at their discretion, be paid out one half of their sick bank, as of (approximately) November 15 of each year. This payment will be made by December 20 in each year.

33.04 If employment concludes, employees will be paid the full value of their bank as part of their final pay. Regular employees who convert their status to casual will be paid the full value of their bank.

33.05 Employees with more than one (1) year's services, and who are then away from work because of sickness or accident, shall be continued on the payroll under the heading of Leave of Absence Without Pay for a minimum of one year. 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. If no written report explaining the employee's condition is received by the Employer within a reasonable period of time after the request is made, the employee's services shall be terminated.

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.

33.06 Employees with less than one (1) years' service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) workdays. Further leave of absence periods of seven (7) workdays without pay may be granted upon written request. These written requests shall be acknowledged in writing. Accumulation of hours or days worked shall cease during such leave of absence without pay as per Article 37.03 and shall

resume upon the employee's return to work. If no written report from a medical practitioner is received by the Employer within the seven (7) work days from such an employee explaining their condition, they shall be removed from the payroll.

ARTICLE 34 - W.C.B., INJURY-ON-DUTY

34.01 Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, unless and until it becomes clear that the employee will not be able to return to work and perform their work on a regular and consistent basis. Continuous service will continue to accumulate during the full period of Injury on Duty Leave. The Employer shall maintain its normal share of the premium costs for the employee's Health Care Plan for the full period of the leave under this section, provided the employee pays their share, if any.

Employees on an approved WorkSafeBC claim shall continue to accrue their vacation as if they were at work. Additionally the employee may continue their contribution to the RRSP plan and the Employer would continue their contributions as provided within the Collective Agreement.

34.02 Injury-on-duty leave with pay shall be granted for the one (1) day or less not covered by the *Workers' Compensation Act*.

34.03 Return to Work Programs

- (a) The Parties recognize that the prevention of injuries and the rehabilitation of injured employees are important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.

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

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

- (d) Approved return to work (RTW) plans shall be confirmed in writing to the employee and the Union.

ARTICLE 35 - EDUCATIONAL LEAVE

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

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

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

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.

(c) Notices granting such requests shall be given by the Employer in writing.

ARTICLE 36 - JURY DUTY

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

ARTICLE 37 - LEAVE – UNPAID AND ESA PAID LEAVES

37.01 Unpaid Leave

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

37.02 Unpaid Leave - After Three Years

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

37.03 Unpaid Leave - Affecting Seniority and Benefits

Any employee granted unpaid leave of absence totaling up to

twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to their former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

37.04 Unpaid Leave - Union Business

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

such leave.

- (d) The foregoing provisions shall not limit the provisions of Article 8.01, 9.04, 9.05, 13.01, 13.02, 54.01.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f) (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
(ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

37.05 Unpaid Leave - Public Office

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

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

37.06 BC Employment Standards Leave

(a) BC Employment Standards Unpaid Leave

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

- Family Responsibility Leave

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

- i) The care, health or education of a child in the employee's care, or;
 - ii) The care or health of any other member of the employee's immediate family.
- Leave Respecting the Disappearance of a Child;
 - Leave Respecting the Death of a Child;
 - Critical Illness Leave; and
 - Compassionate Care 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. Any staff member who feels they might be eligible for any of the above leaves should contact their Manager.

Employees granted the above leave shall be entitled to benefits for the balance of the leave taken pursuant to this Article. The service of an employee shall be considered continuous for the purpose of any medical or other plan beneficial to the employee, and the employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

**(b) BC Employment Standards Paid and Unpaid Leave
Domestic and Sexual Violence Leave**

The Employer shall grant leave to a maximum of 17 weeks for reasons related to domestic or sexual violence. If an employee requests leave under this section, the employee is entitled during each calendar year to:

- i) Up to 5 days of paid leave,
- ii) Up to 5 days of unpaid leave,
- iii) Up to 15 weeks of additional unpaid leave

An employee granted leave under this Article shall be entitled to benefits. For the balance of the leave taken pursuant to this Article the service of an employee shall be considered continuous for the purpose of any medical or other plan beneficial to the employee, and the employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

The Employer shall ensure the privacy and confidentiality of any employee accessing the above leave.

37.07 Ceremonial, Cultural, Spiritual and Compassionate Leave for Indigenous Employees

Indigenous employees have a right to manifest, practice, develop and teach their spiritual and religious traditions, customs and ceremonies and may require leave from work to exercise these rights.

Definitions:

A ceremonial, cultural or spiritual event under this section includes any event that is significant to an indigenous employee's culture. Examples of significant cultural events include, but are not limited to, Hoobiye, Pow-wows, Sundance, participation in sweat lodge, coming of age events, feasts or ceremonies held following a significant family event (including the death of a family member).

"immediate family" for the purposes of accessing Bereavement leave under the Collective Agreement shall include an Indigenous employee's parents, step-parent, foster parent, guardian, spouse, child, step-child, foster child, sibling, step-sibling, sibling-in-law, grandparent, grandchild, parent-in-law, parent's sibling, parent's sibling's child, an indigenous elder*, or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices.

*An Indigenous elder is designated as such by their community.

- (a) An Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied.

Leave under this provision is in addition to an Indigenous employee's entitlement to leave under the Collective Agreement – Bereavement Leave as applicable (and per the expanded definition of "immediate family", above).

- (b) Where an Indigenous employee requires more than the days of leave in (a) above for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, an employee may draw from their available vacation as applicable (and per the expanded definition of "immediate family", above).

When requesting the leave, particularly for annual or recurring ceremonial, cultural or spiritual events, the employee will provide as much advanced notice to the Employer as possible; for unexpected ceremonies or events, the employee will make every effort to provide at least seven (7) calendar days' notice.

37.08 Gender Affirmation Care 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 the provisions of unpaid leave of absence unless otherwise provided for within the Collective Agreement. The Union, the Employer, and the employee will work together to tailor the general transition plan to the employee's particular needs based upon the direction and advice provided from a medical practitioner.

37.09 Emergency Responder Leave

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

ARTICLE 38 - MATERNITY AND PARENTAL / ADOPTION LEAVE

38.01 Maternity Leave

- (a) An employee is entitled to a maternity leave of absence from work, without pay, for a period of seventeen (17) consecutive weeks or a shorter period requested by the employee.
- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four (4) weeks' notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.
- (c) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (d) A request for shorter period under subsection (c) must be given in writing to the Employer at least one (1) week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.

If an employee's pregnancy is terminated before a leave request is made under subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six (6) consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy.

Leave under this clause shall commence on the specified date noted by the medical practitioner.

- (e) If an employee is unable to return to work following a leave of absence granted under either subsection (a) or subsection (d) preceding, the Employer upon request shall grant to the employee a leave of absence extension not to exceed a total of six (6) consecutive weeks further. To qualify, the employee must supply a certificate of a medical practitioner verifying the necessity of the leave.

38.02 Parental and Adoption Leave

- (a) Upon written request, an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks sixty-one (61) consecutive weeks in the case of a birth mother who takes leave under Article 38.01 without pay or a shorter period the employee requests.
- (b) An employee shall give four (4) weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under article 38.01 (b). In the case of adoption, the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.
- (c) Parental/Adoption leave shall commence:
 - i) in the case of a mother, immediately following the end of the maternity leave taken under Article 38.01, unless the Employer and the employee agree otherwise;
 - ii) in the case of the "other parent" following the birth of the child and within the seventy-eight (78) week period after

the birth date. The “other parent” is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined in Definition No. 4;

iii) in the case of an adopting parent, following the adoption of the child and within the seventy-eight (78) week period after the date the adopted child comes into the actual care and custody of the parent.

(d) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

38.03 Combined Maternity and Parental Leave

An employee's combined entitlement to leave under Article 38.01 and Article 38.02 is limited to seventy-eight (78) weeks plus any additional entitlements provided under Article 38.01(e) and/or Article 38.02(e) preceding.

38.04 Employment Deemed Continuous

The service of an employee who is absent from work in accordance with this Article shall be considered continuous for the purpose of Articles 31.01 (Vacation Entitlement) and 40 (Health Care Plans). The Employer shall continue to make premium payments to Health and Welfare Plans, in the same manner as if the employee were not absent where the employee elects to pay their share of the cost of the plans.

38.05 Reinstatement

(a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken, or if the position no longer exists, the employee may exercise their rights in accordance with Article 18.

- (b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this Article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Agreement, comply with subsection (a).

ARTICLE 39 - WORKLOAD

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

- a) Utilizing casual employees in accordance with the Collective Agreement;
- b) Discussing and re-ordering duty priorities with the affected employee(s); providing an updated duty list; and/or
- c) Reassigning work.

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

ARTICLE 40 - HEALTH CARE PLANS

40.01

(a) Eligibility

Coverage shall be provided to regular employees who work twenty (20) hours or more per week. Coverage for employees who are working less than twenty (20) hours per week and who are currently receiving benefits shall continue.

(b) Coordination of Benefits

Where the eligible employee is insured for similar benefits under more than one plan they will be required to follow the co-ordination of benefits as outlined by the carrier.

(c) Change in Carrier

No changes to the health plan will be implemented without the

agreement of the Union. This clause does not apply to those changes that are outside the control of the Employer (e.g., physician panel additions and deletions) or to changes unilaterally implemented by the insurance carrier.

Changes to the carrier may only be made with ninety (90) days advance notice to the Union. During the ninety (90) day period the Employer will meet, upon request, with the Union. The Employer will consider input and alternatives from the Union on the decision to change carriers, but such consultation shall not delay the change beyond the ninety (90) day period except through mutual agreement.

(d) Coordination of Benefits

If the employee or their dependents are insured for similar benefits under more than one plan, the carrier will take this into account when determining the amount of expenses payable for any claims incurred. It allows for reimbursement of insured medical and dental expenses and ensures that the total reimbursement from all Plans does not exceed 100% of the actual expenses.

If the other Plan provides for Coordination of Benefits, payment will be as follows:

- the Plan that insures the person making the claim as an employee will pay the eligible expenses before the Plan that covers the employee as a dependent;
- the claim for a dependent child will first be considered under the Plan which covers the employee whose birthday is earliest in the calendar year.

40.02 Medical Plan

- (a) Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission.

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

- (b) Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months' employment, other than for employees who are otherwise covered by a Medical Plan.
- (c) The Employer shall pay one-hundred percent (100%) of the premiums for all employees who are regularly scheduled to work an average of twenty (20) hours per week or more.

40.03 Dental Plan

- (a) Employees shall be provided with a dental plan covering one-hundred percent (100%) of the costs of the basic plan, sixty percent (60%) of the costs of the extended plan and fifty percent (50%) of the costs of the orthodontic plan. An employee is eligible for orthodontic services after twelve (12) month's participation in the dental plan. Orthodontic services are subject to a lifetime maximum of one-thousand-eight-hundred-and-fifty dollars (\$1,850) per patient with no run-offs for claims after termination of employment. Effective April 1, 2013, orthodontic coverage will extend to all employees, their spouses, and children who are eligible for dental coverage under Section 40.03 (b).
- (b) The basic dental plan shall cover eligible employees, their spouses and children. Terminates at retirement or at age seventy-five (75), whichever is earlier.
- (c) The Employer shall pay one-hundred percent (100%) of the premium for all employees who are regularly scheduled to work an average of twenty (20) hours per week or more.
Note: The Employer agrees to secure a carrier, which will meet the coverage levels stipulated under this article.
- (d) Scaling associated with routine dental checkups will be included in the Plan.

All other dental plan provisions terminate at retirement or at age seventy (70), whichever is earlier.

40.04 Extended Health Care Plan

- (a) The Employer will provide extended health care coverage for prescription drugs, semi-private hospitalization, medical services and supplies and professional services for employees and their families on an eighty percent (80%) reimbursement basis.
- (b) The Employer shall pay one-hundred percent (100%) of the premium for all employees who are regularly scheduled to work an average of twenty (20) hours per week or more. The Employer shall pay sixty-six-and-two-thirds percent (66-2/3%) of the premium for all employees who are regularly scheduled to work less than twenty (20) hours per week.
- (c) The plan shall include a vision care plan based on three-hundred-and-seventy-five dollars (\$375) reimbursement per twenty-four (24) months. Effective April 1, 2025, the amount will increase to four-hundred dollars (\$400).

Extended Health coverage ends at age 75 or when the employee terminates, whichever is earlier.

ARTICLE 41 - GROUP LIFE INSURANCE

41.01 The Employer shall provide a group life insurance plan, the details of which are set out in this article.

Coverage shall be provided to regular employees who work twenty (20) hours or more per week. Coverage for employees who are working less than twenty (20) hours per week and who are currently receiving benefits shall continue.

Regular full-time and regular part-time employees shall, upon completion of the probationary period, become members of the group life insurance plan as a condition of employment.

41.02 The plan shall provide basic life insurance in the amount of fifty-thousand dollars (\$50,000) for the employee and standard twenty-four hour accidental death and dismemberment insurance. Coverage shall be reduced by 50% at 65 years of age. Coverage shall continue until termination of employment, including retirement, or age seventy (70), whichever is earlier. Upon termination of employment (including retirement), coverage shall continue without premium payment for a period of thirty-one (31) days during which time conversion privilege may be exercised. That is, the individual covered may convert all or part of their life insurance to any whole life endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time without medical evidence. An employee who is converting this insurance must have been continuously insured with the plan for five (5) years prior to termination.

41.03 The Plan shall also provide insurance coverage of \$2,000 for a spouse and \$1,000 for a dependent child. The definition of a spouse shall be in accordance with the definitions in this Collective Agreement, but the definition of a dependent child shall be in accordance with the definitions of the insurance carrier.

41.04 The Employer will pay one-hundred percent (100%) of the premium payment for regular employees.

ARTICLE 42 - UNIFORMS

42.01 Uniforms

The Employer's practice in respect of uniforms continues for the life of the Collective Agreement, unless changed by mutual agreement of the parties.

42.02 Joint Committee on Uniforms

Concerns in respect to uniforms may be discussed in Committee under Article 7.

ARTICLE 43 - PREVIOUS EXPERIENCE

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

43.02 A former employee, re-engaged for a previous job, who has been absent from employment in a health care institution for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

ARTICLE 44 - MORE FAVOURABLE RATE OR CONDITION

Effective with the signing of this Collective Agreement, all of the terms and conditions apply uniformly to all employees within the bargaining unit, except as an exception may be specifically negotiated.

ARTICLE 45 - PAY DAYS

Employees shall be paid by direct deposit made every second Friday. Prior to the pay day, the employee will be provided a statement listing statutory holidays paid, any adjustments including overtime, and an itemized summary of deductions.

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

ARTICLE 46 - BADGES AND INSIGNIA

46.01 Employees shall be permitted to wear pins and caps from recognized health care organizations.

46.02 Employees shall be permitted to wear Union pins, and/or shop steward pins.

ARTICLE 47 - BULLETIN BOARD

A bulletin board located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union. The Union shall use these for the posting of Employer/Union business only.

The Employer will provide on-site space at a mutually agreeable location for a file cabinet provided by the Union for the sole use of the Union.

ARTICLE 48 - NOTICE OF UNION REPRESENTATIVE VISITS

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

ARTICLE 49 - EMPLOYER PROPERTY

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

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

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

49.04 The practice of the Employer supplying tools to employees shall continue. The Employer shall replace tools upon satisfactory

proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

ARTICLE 50 - VACCINATION AND INOCULATION

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

50.02 The parties agree to certain measures intended to minimize an employee's risk of contracting an infectious disease through resident contact.

As a general matter, the Employer will educate staff as to the reasonable precautions staff can take to minimize the spread of any infectious disease. This education will include in-services, and the provisions of materials, in writing and otherwise, for staff education.

As a specific matter, and where an individual resident or residents have an infectious disease which would reasonably put an employee at risk, the following will apply.

Those staff who would be at risk will be advised of the nature of the risk, and any precautions or practices necessary.

This information will be provided to staff on a need to know basis, and with the understanding the information is confidential, and will not be discussed with any other person, except those other employees who are already aware of the circumstances.

Where vaccination, or inoculation, or immunization is recommended by the Employer, or the Occupational Health & Safety Committee, and the recommendation is concurred with by the Medical Director, as an appropriate and necessary precaution, and is not otherwise available to an employee without direct cost, the Employer will pay the cost.

ARTICLE 51 - OCCUPATIONAL HEALTH AND SAFETY

51.01 Occupational Health and Safety Committee

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

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

In addition to the Joint Union-Employer Occupational Health and Safety Committee, the Union agrees to actively pursue with the other Health Care Unions a Joint Committee for the purposes of the Industrial Health and Safety Regulations.

- (b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.

- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee.
- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting patients/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.
- (f) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

51.02 Aggressive Residents

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

51.03 Critical Incident Stress Defusing

A workplace critical incident is an event (i.e. an injury, fatality, or robbery, etc.) that causes emotional or psychological trauma in people exposed to the incident. It is a sudden, powerful event outside the range of normal experience – and outside of the worker's control.

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

51.04 Working Alone or in Isolation

The Employer will ensure there is a check-in program in place for those who work alone under which conditions may present a risk of disabling injury as outlined in the WorkSafeBC Regulations. This will be done in consultation with the Occupational Health and Safety Committee.

The Occupational health and Safety Committee shall have the mandate to review procedures established by the Employer to check the well being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee may 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.

ARTICLE 52 - CONTRACTING OUT

The Employer agrees that it will not contract out bargaining unit work that will result in the lay-off of employees within the bargaining unit during the term of this Agreement. The Employer will discuss with representatives of the local, functions it intends to contract out after the date of signing this Collective Agreement that could otherwise be performed by members of the HEU within the facility, except where an emergency exists.

ARTICLE 53 - VOLUNTEERS

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

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

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

ARTICLE 54 - 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 and the costs shall be shared equally between the parties.

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

ARTICLE 55 - VARIATIONS

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

ARTICLE 56 - BINDING TRIBUNAL

By mutual agreement of the parties, any or all unresolved bargaining demands shall be submitted to resolution and binding settlement by Colin Taylor, Q.C. or failing his ability to act then to another mutually agreed arbitrator or failing that then to a single arbitrator appointed by the Chair of the Labour Relations Board.

ARTICLE 57 - 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 58 - EFFECTIVE AND TERMINATING DATES

58.01 Effective and Terminating Dates

The effective and terminating date to provide that the agreement shall be effective from April 1, 2024 to March 31, 2027 and from year to year thereafter unless terminated by either party on written notice served during the month of December 2026 or, if not so terminated, in the month of December in any succeeding year.

If a notice is not given under the above paragraph by either party ninety (90) days or more before the expiry of the agreement, both parties shall be deemed to have given notice to bargain ninety (90) days before the expiry.

58.02 Effective Date of Wages and Benefits

All provisions of this agreement shall be effective upon ratification, unless otherwise specified.

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

ARTICLE 59 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

59.02 The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

59.03 Wage Schedule

The pay rate (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement.

59.04 Blended Job Postings

Substitutional positions where an employee is required to regularly substitute in a higher-rated position over an indeterminate period and/or to carry qualifications that permit them to substitute in such higher position, will be classified and paid at the higher classification level for the entire shift.

ARTICLE 60 - REGISTERED RETIREMENT SAVINGS PLAN

Group RRSP

(a) All regular employees, upon successful completion of the probationary period, shall have the option of enrolling in the Plan. Participation in the plan is voluntary. The employee must exercise their option under (b) (i), (ii), or (iii) within 90 days of the plan coming into effect or upon completion of the probationary period, or as per section (d) below.

Employees contributions to the Plan through payroll deduction will be on one of the following basis:

- i) 1% of regular earnings; or
- ii) 2% of regular earnings; or
- iii) 3% of regular earnings;

(b) The Employer shall only be obligated to match the following rates:

- i) For employees post probation through year 3, the Employer will match up to a maximum of one percent (1%).
- ii) For employees commencing in year 4 through year 6, the Employer will match up to a maximum of two percent (2%).
- iii) For employees commencing in year seven onwards, the Employer will match up to a maximum of three percent (3%).

(c) Employees may increase or decrease their contribution levels as noted in (b) above, on January 1 of each year by providing at least 30 days written notice to the Employer. Employees may also opt in on January 1 of each year if they have not previously been part of the Plan.

(d) The Employer will administer the plan.

(e) The Employer will ensure that all new employees are informed of the options available to them under this group RRSP.

ADDENDUM - CASUAL EMPLOYEES

1. 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 five (5) weeks in any one position. part-time employees may also register for casual work. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - a) vacation relief;
 - b) sick leave relief;
 - c) education relief;
 - d) maternity leave relief;
 - e) bereavement leave relief;
 - f) union business relief;
 - g) educational leave relief;
 - h) such other leave relief as is provided by the Collective Agreement; or
 - i) in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than five (5) weeks where there is no regular incumbent provided that such work cannot reasonably be done by assigning regular part-time Employees to do that work.
2. Should either party believe that an unreasonable amount of regular work is being assigned to casual employees, the matter shall be referred to the Union/Management Committee. The committee will, in accordance with Article 7, meet to resolve the issue. The committee will consider alternatives including, but not limited to, reassignment of work, creation of additional regular full or part-time positions, and/or the creation of regular part-time Float positions.
3. Casual employees shall be called in to work on days for which they have indicated their availability in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A

casual employee shall be entitled to register for work in any job classification in respect of which such employee meets the requirement of the class.

4. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within five (5) weeks, that position shall be posted and filled pursuant to the provisions of Articles 14, 15.01 and 19 of the Collective Agreement.
5. (a) 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 permanent 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.
- (b) Where a job posting is filled by a casual employee under Section 3 and the casual employee occupies the position for six (6) months or more, they will be entitled to reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health premiums pursuant to paragraph 15 of the Casual Addendum for the period subsequent to the first five (5) weeks in the position.

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

- Section 40.02 - Medical Plan
- Section 40.03 - Dental Plan
- Section 40.04 - Extended Health Care Plan

Coverage under this section shall cease when either:

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

position.

6. Casual employees are entitled to all benefits of the Collective Agreement except the following (unless specifically provided for within this agreement, or within the BC *Employment Standards Act*):
 - a) Article 12 - Probationary Period;
 - b) Sections 14.02, 14.03, 14.04 and 14.05 of Article 14 - Seniority;
 - c) Section 15.01(l) of Article 15 - Job Postings and Applications;
 - d) Article 18 - Technological, Automation and Other Changes;
 - e) Article 19 - Lay-Off;
 - f) Article 20.01 - Notice of Termination;
 - g) Article 21 - Scheduling Provisions;
 - h) Sections 23.07 and 23.08 of Article 23 - Overtime;
 - i) Sections 31.03 and 31.04 of Article 31 - Vacations;
 - j) Article 32 - Bereavement Leave;
 - k) Article 33 - Sick Leave;
 - l) Article 34 - W.C.B., Injury-On-Duty;
 - m) Article 35.03 - Educational Leave;
 - n) Article 36 - Jury Duty;
 - o) Article 37 - Leave – Unpaid and ESA Paid Leaves;
 - p) Article 38 - Maternity and Parental / Adoption Leave;
 - q) Article 40 - Health Care Plans;
 - r) Article 41 - Group Life Insurance
7. Casual employees shall accumulate seniority on the basis of the number of hours worked.
8. The manner in which casual employees shall be called to work shall be as follows:
 - (a) All casual employees will submit, on a form provided by the Employer, a list of available dates in the following month to their manager (or their designee) no later than the 21st of each month. All casual employees must be available to

work a minimum of four (4) shifts per month.

Failure to maintain minimum availability shall be grounds for discipline up to and including termination. This does not apply if the casual employee has sought and obtained, in writing, the Employer's approval to be unavailable for a period of time. The Employer will not unreasonably deny requests for unavailability.

- (b) All regular part-time employees who wish to make themselves available for additional shifts shall submit their availability in the same manner as casual employees, but shall not be subject to the minimum availability requirements. For purposes of this article, references to "available casual employees" shall include those regular part-time employees who have indicated availability for additional shifts.
- (c) The Employer shall maintain both (a) a master casual seniority list, which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.
- (d) The Employer shall call by telephone only those casual employees who have indicated their availability and are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior available casual employee in the classification registry. Only one call need be made to any one available casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.

(e) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.

(f) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior available employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work. After calling every available employee registered in that job classification, the employer shall, in order of seniority, call casual employees who have not indicated their availability. A casual employee who accepts an assignment shall have the same obligation to fulfill the assignment as a regular employee.

(g) The Employer will not be required to call those available employees who would be eligible for Overtime Pay.

9. Casual employees shall not be dismissed except for just and proper cause.

A casual employee who declines work opportunities on days which they have indicated availability three (3) or more times during any thirty (30) day period may be terminated.

A part-time employee who declines work opportunities on days which they have indicated availability three (3) or more times during any thirty (30) day period may be prohibited from making themselves available for casual work during the next thirty (30) day period.

10. Subject to the provisions of Article 19, 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.
11. (a) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to 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 following adjustment date.
 - (c) Within two weeks of each adjustment date the Employer shall send to the Secretary-Business Manager of the Union a revised copy:
 - i) of the master casual seniority list; and
 - ii) of each classification registry maintained by the facility.
12. (a) Except for regular employees who transfer to casual status under Section 16, casual employees shall serve a probationary period of three-hundred-and-seventy-five (375) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.
 - (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 for the balance of three-hundred-and-seventy-five (375) hours of work.

(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 under Article 12.

13. When a casual employee is hired into a regular position, their total hours of seniority shall be converted and credited as continuous service for the purposes of Article 31.01 (Vacation Entitlement).

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

14. Casual employees shall receive four percent (4%) of their straight-time pay in lieu of 10 workdays' vacation and casual employees shall receive 0.4% pay of their straight-time pay in lieu of Statutory Holiday entitlements for each Statutory Holiday outlined, or provided for in Article 30.01.

15. Benefits

(a) Upon completion of one-hundred-and-eighty (180) hours of work, casual employees shall be given the option to enroll in the following plans and are responsible for 100% of the premiums:

- i) medical services plan;
- ii) dental plan;
- iii) extended health plan.

An employee who makes an election under this provision must enroll in each and every of the benefit plans and shall not be entitled to except any of them.

(b) Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits. Thereafter the employee shall only be entitled to re-enroll if

the employee so elects between December 1 and December 15 in any year to be effective the January 1 next following.

16. A regular employee who is laid-off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. 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 benefits to the date of the transfer.
17. Regular part-time employees who register in writing for casual work under this Addendum shall not be subject to Sections 10, 12, 13 14, and 15. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than four (4) days the employee shall be relieved of their regular schedule at the option of the employee. All time worked shall be credited to the employee under the provisions of the Addendum - Part-Time Employees.
18. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.
19. In the event that a casual employee is scheduled to work and cannot work for a reason which gives rise to bereavement leave as described in Article 32, the casual employee is entitled to paid leave for those scheduled work days missed to a maximum of three consecutive days.

ADDENDUM - PART-TIME EMPLOYEES

A regular part-time employee as defined in Article 10.02, regular part-time employees, shall receive the same perquisites, on a proportionate basis, as granted a regular full-time employee, including the following:

Regular part-time employees shall either accumulate statutory holiday bank based on 0.4% pay:

- (a) of their straight-time pay for each Statutory Holiday outlined, or provided for in Article 30.01.
- (b) 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 0.4% of their straight-time pay for each Statutory Holiday outlined, or provided for in Article 30.01 on each cheque instead of a day off with pay.

Vacations

Regular part-time employees shall be credited with and granted vacations as set out in Article 31.01, and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Article 31.01.

Statutory Holidays

Regular part-time employees shall choose one of the options set out below by December 15th of each calendar year. Where an employee has not changed their option by December 15th, then their option shall carry over to the next calendar year.

- (a) Regular part-time employees shall either accumulate a statutory holiday bank based on four-point-eight percent (4.8%) 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 four-point-eight percent (4.8%) of straight-time pay on each cheque instead of a day off with pay.

- (b) Regular part-time employees who chose the “statutory holiday bank”, and where their “statutory holiday bank” contains sufficient hours, the employee shall be able to draw from their bank the hours required to cover the paid holiday or paid holiday lieu day. If the “statutory holiday bank” does not contain an amount sufficient to cover the full day, the employee may take a day off with partial pay.
- (c) The paid holiday or paid holiday lieu day shall be taken within thirty (30) days of the statutory holiday and shall be scheduled by mutual agreement.

Qualifying Period

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three (3) calendar months.

Increment Progression

(See Notes Following Wage Grid).

Seniority

Applicable on a proportionate basis.

WAGE SCHEDULE

LAKESIDE GARDENS

Position	Steps	Jan 1, 2026	Apr 1, 2026
Certified Chef	0 - 1,950 hours	\$25.61	\$26.12
	1,950 - 3,900 hours	\$26.44	\$26.97
	3,900+ hours	\$27.31	\$27.86
Recreation	0 - 1,950 hours	\$27.92	\$28.48
	1,950 - 3,900 hours	\$28.79	\$29.37
	3,900+ hours	\$29.60	\$30.19
Certified PSA	0 - 1,950 hours	\$27.92	\$28.48
	1,950 - 3,900 hours	\$28.79	\$29.37
	3,900+ hours	\$29.60	\$30.19
Night Security	0 - 1,950 hours	\$23.42	\$23.89
	1,950 - 3,900 hours	\$24.21	\$24.69
	3,900+ hours	\$25.00	\$25.50
Receptionist	0 - 1,950 hours	\$22.99	\$23.45
	1,950 - 3,900 hours	\$23.77	\$24.25
	3,900+ hours	\$24.54	\$25.03
Bus Driver	0 - 1,950 hours	\$24.31	\$24.80
	1,950 - 3,900 hours	\$25.09	\$25.59
	3,900+ hours	\$25.93	\$26.45
Housekeeping	0 - 1,950 hours	\$22.51	\$22.96
	1,950 - 3,900 hours	\$23.30	\$23.77
	3,900+ hours	\$24.08	\$24.56
Kitchen Attendant / Server	0 - 1,950 hours	\$22.51	\$22.96
	1,950 - 3,900 hours	\$23.30	\$23.77
	3,900+ hours	\$24.08	\$24.56

Note: Retroactive payments shall be to all employees employed as of date of ratification.

Re Wage Grid Progression:

Full-time employees progress through the wage grid based on years of service, as shown. Part-time employees progress through the wage grid on the basis of 1,800 hours paid equalling 1 year of service. Part-time employees who become full-time employees prior to reaching the top of the wage grid will be given an appropriate adjustment based on their hours paid as of the date they became full-time.

“A Certified” means the incumbent must hold a recognized related certificate or diploma from a provincial community college, or other recognized educational organization with requirements at least equal to those of a provincial community college.

Employees are paid based on the wage rate for their classification. When an employee works in more than one classification during a shift, then the employee will be paid the wage rate for the different classifications times the number of hours in each classification.

MEMORANDUM OF AGREEMENT #1

BETWEEN

LAKESIDE GARDENS SENIORS RESIDENCE SOCIETY

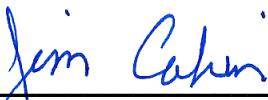
AND

HOSPITAL EMPLOYEES' UNION

Re: Student Employees

- 1. Student employees are high school students only.
- 2. There shall be no more than five (5) regular student positions.
- 3. Student positions shall be for the server classification only.
- 4. Regular student positions shall not exceed an average of twenty (20) hours per week.
- 5. A student must give up their regular status student position or student casual status as of September 5 of the year in which they graduate, or within thirty (30) days of discontinuing their schooling.
- 6. A student giving up their student status as per number 5 above can request to be placed on the regular non-student casual list. If approved they go on the casual list with their seniority.
- 7. Student employees shall be excluded from the minimum hours of four (4) hours, as found in Article 26.01, but shall have a minimum of two (2) hour shifts in any scheduled or relief work performed.
- 8. A minimum of one non student dining room attendant must be on shift anytime a student employee is scheduled to work, except where a student is paid the non-student wage rate.

**SIGNED ON BEHALF OF
THE UNION:**



Jim Calvin
Negotiator

September 13, 2024

Date Signed

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Andrew Trinder
Director, Senior Living

Nov 8 2024

Date Signed

MEMORANDUM OF AGREEMENT #2

BETWEEN

LAKESIDE GARDENS SENIORS RESIDENCE SOCIETY

AND

HOSPITAL EMPLOYEES' UNION

Re: Job Security

The parties have agreed that layoffs (including a reduction in hours of work available to staff, individually or collectively) under this Collective Agreement, may arise based on occupancies, or for other reasons.

The parties have decided to treat layoffs arising from these two circumstances in different fashions.

The Employer agrees that as long as there are one-hundred-and-three (103) suites occupied, there will be no layoffs (or reduction in hours) in Lakeside Gardens arising from occupancies.

In turn, the Union agrees that if occupancies drop below these defined numbers, the Employer can reduce the hours of work available to the staff, and such reductions require only fourteen (14) days' notice. The Employer shall take number of residents (double occupancies) into consideration when contemplating a reduction in hours as per this MOA.

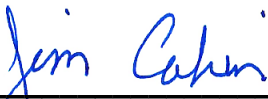
Nothing prevents the parties from discussing alternatives during the fourteen (14) days' notice.

In turn, the Employer agrees that if occupancies return to the minimum specified, all hours reduced would be restored immediately, and the Union agrees that this immediate restoration

would not violate any provision of the Collective Agreement which requires the Employer to give notice to employees.

The parties agree that a layoff arising for any other reason shall be dealt with in accordance with the relevant provisions of the Collective Agreement.

**SIGNED ON BEHALF OF
THE UNION:**




Jim Calvin
Negotiator

September 13, 2024

Date Signed

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Andrew Trinder
Director, Senior Living

Nov 8 2024

Date Signed

MEMORANDUM OF AGREEMENT #3

BETWEEN

LAKESIDE GARDENS SENIORS RESIDENCE SOCIETY

AND

HOSPITAL EMPLOYEES' UNION

Re: Beverages, Snacks and Meals

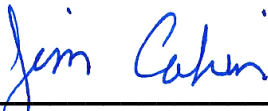
The Employer agrees to the following:

Coffee, tea and juice will continue to be supplied to all staff in accordance with the current practice.

Snacks (such as muffins and cookies) will be provided to selected staff (in accordance with the current practice) subject to availability, and with the approval of the Food Services Manager.


Meals will be provided to all staff, subject to the availability of the food, and at a cost of \$2.50 per meal.

**SIGNED ON BEHALF OF
THE UNION:**


Jim Calvin
Negotiator

September 13, 2024
Date Signed

**SIGNED ON BEHALF OF
THE EMPLOYER:**


Andrew Trinder
Director, Senior Living
Nov 8 2024
Date Signed

MEMORANDUM OF AGREEMENT #4

BETWEEN

LAKESIDE GARDENS SENIORS RESIDENCE SOCIETY

AND

HOSPITAL EMPLOYEES' UNION


**Re: Job Classification Titles and Care Aide Retention and
Recruitment**

The parties will meet within 90 days following ratification to review
Job Classification titles and Care Aide retention and recruitment.
The meeting will follow the same format as Article 7.03 Union
Management Meetings.

At the meeting the parties will work together on the following
items:

- (a) A review of the titles used under the wage grid. Some of the
names used are no longer reflective of the job titles. Where
the parties mutually agree on a changed name title that change
will be reflected in the next round of bargaining editing.
- (b) Discuss any possible changes to the scheduling or duties
impacting regular Care Aide positions that might enhance
retention and recruitment of Care Aides. This will not include
monetary items.

**SIGNED ON BEHALF OF
THE UNION:**




Jim Calvin
Negotiator

September 13, 2024

Date Signed

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Andrew Trinder
Director, Senior Living

Nov 8, 2024

Date Signed

**MEMORANDUM OF AGREEMENT #5
BETWEEN
LAKESIDE GARDENS SENIORS RESIDENCE SOCIETY
AND
HOSPITAL EMPLOYEES' UNION**

Re: Wage Negotiations 2024


The Employer has applied base wage adjustments to wage classifications in this agreement. The parties agree that wage top up (wage levelling) remains in place for all employees at this time. The parties agree that the wage adjustments are not the wage rates that would apply in the event wage levelling is ended.

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

In the event that this agreement is triggered, the negotiated wage rates under this MOA will take effect on the date wage leveled rates end.

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

**SIGNED ON BEHALF OF
THE UNION:**




Jim Calvin
Negotiator

September 13, 2024

Date Signed

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Andrew Trinder
Director, Senior Living

Nov 8 2024

Date Signed

SIGNED ON BEHALF OF
THE UNION:



Bill Pegler
Coordinator of Private Sector
& Special Projects



Jim Calvin
Negotiator



Chris Crosson
Bargaining Committee Member



Debbie Senini
Bargaining Committee Member

September 13, 2024

Date Signed

SIGNED ON BEHALF OF
THE EMPLOYER:



Andrew Trinder
Director, Senior Living

November 8, 2024

Date Signed