COLLECTIVE AGREEMENT

BETWEEN

GOLDEN LIFE MANAGEMENT CORP.
Castle Wood Village
Columbia Garden Village
Crestview Village
Garden View Village
Joseph Creek Village
Kootenay Street Village
Ocean Front Village
Rocky Mountain Village
Rose Wood Village
Silver Kettle Village

AND

HOSPITAL EMPLOYEES' UNION

April 1, 2023 – March 31, 2026

Note: underlined text is new language for 2023-2026

Golden Life Corporate Office
1800 Willowbrook Drive, Cranbrook, B.C. V1C 7H9
(250) 489-0667

Castle Wood Village
525 Columbia Avenue
Castlegar, B.C. V1N 1G7
(250) 365-6686

Columbia Garden Village
800 10th Avenue
Invemere, B.C. V0A 1K0
(250) 341-3350

Crestview Village
800 Cavell Street
Creston, B.C. V0B 1G0
(250) 428-9986

Garden View Village
280 4th Avenue
Kimberley, B.C. V1A 2R6
(250) 427-4014

Joseph Creek Village
1901 Willowbrook Drive
Cranbrook, B.C. V1C 6S4
(250) 417-0666

Kootenay Street Village
620 Kootenay Street North
Cranbrook, B.C. V1C 3T9
(250) 489-0393

Ocean Front Village
2900 Cliffe Avenue
Courtenay, B.C. V9N 0J1
(250) 331-0340

Rocky Mountain Village
55 Cokato Road
Fernie, B.C. V0B 1M4
(250) 423-4214

Rose Wood Village
8125 Devito Drive
Trail, B.C. V1R 4X9
(250) 364-3150

Silver Kettle Village
2350 72nd Avenue
Grand Forks, B.C. V0H 1H0
(250) 442-0667

Hospital Employees' Union
Interior (Kootenay) Office
745 Baker Street
Nelson, B.C. V1L 4J5
Phone: (250) 354-4466
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TABLE OF CONTENTS — Page Number

ARTICLE 1 - PREAMBLE 1

1.01 Preamble 1
1.02 No Discrimination 1
1.03 Harassment and Bullying 2
1.04 Sexual Harassment 2
1.05 Bullying 3
1.06 Procedure for Filing Complaints 3

ARTICLE 2 - RECOGNITION OF THE UNION 4

2.01 Sole Bargaining Agency 4
2.02 Union Shop 4
2.03 Union Check-Off 4
2.04 Induction 5
2.05 Shop Stewards 6

ARTICLE 3 - DEFINITIONS 7

3.01 Regular Full-Time Employees 7
3.02 Regular Part-Time Employees 7
3.03 Casual Employees 7
3.05 Common-Law Spouse 7

ARTICLE 4 - MANAGEMENT RIGHTS 8

ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION 8

ARTICLE 6 - LEGAL PICKET LINE 8

ARTICLE 7 – UNION / MANAGEMENT COMMITTEE 8

7.01 Management Committee 8
7.02 Union Committee 8
7.03 Union / Management Meetings 9
7.04 Committee Meetings 9

ARTICLE 8 - GRIEVANCE PROCEDURE 9

8.01 Union Representation 9
8.02 Grievance Investigations 10
8.03 Right to Grieve Disciplinary Action 10
8.04 Grievance Procedure 11
8.05 Dismissal / Suspension for Alleged Just Cause 12
8.06 Reinstatement of Employees 12
8.07 Industry Troubleshooter 12
8.08 Expedited Arbitrations 13

ARTICLE 9 - ARBITRATION 15

TABLE OF CONTENTS **Page Number**

9.02 Authority of Arbitration Board 17
9.03 Time Limit for Decision of Arbitration Board 17
9.04 Employee Called as a Witness 17
9.05 Arbitration Board Hearings 17
9.06 Expenses of Arbitration Board 17
9.07 Reinstatement of Employees 17

ARTICLE 10 - RESTRICTION OF EMPLOYEE STATUS 18

ARTICLE 11 - INCREMENTS 18

ARTICLE 12 - PROBATIONARY PERIOD 18

ARTICLE 13 - EVALUATION REPORTS, PERSONNEL FILES 19

13.01 Evaluation Reports 19
13.02 Personnel File 19

ARTICLE 14 - SENIORITY 20

14.01 Promotion, Transfer, Demotion, Release 20
14.02 Qualifying Period 20
14.03 Temporary Promotion or Transfer 21
14.04 Promotions 21
14.05 Transfers 21
14.06 Demotions 22
14.07 Re-employment After Retirement 22
14.08 Re-employment After Voluntary Termination or Dismissal for Cause 22
14.09 Seniority Accumulation 23
14.10 Seniority Dates 23
14.11 Loss of Seniority 23

ARTICLE 15 - JOB POSTINGS AND APPLICATIONS 23

ARTICLE 16 - JOB DESCRIPTIONS 25

ARTICLE 17 - NOTICE OF NEW AND CHANGED POSITIONS 26

17.01 New Positions 26
17.02 Changed Positions 26

ARTICLE 18 - REDUCTION IN WORK FORCE 27

18.03 Bumping 27

ARTICLE 19 - TERMINATION OF EMPLOYMENT 29

19.01 Employer's Notice of Termination 29
19.02 Employee's Notice of Termination 29
19.03 Employment Abandoned 29

ARTICLE 20 - SCHEDULING PROVISIONS 29

TABLE OF CONTENTS **Page Number**

ARTICLE 21 - HOURS OF WORK 31

21.01 CONTINUOUS OPERATION 31
21.02 HOURS OF WORK 31
21.03 REST AND MEAL PERIODS 32
21.04 SPLIT SHIFTS 32
21.05 PART-TIME EMPLOYEES 32
21.06 DAYLIGHT SAVINGS TIME 32

ARTICLE 22 - OVERTIME 32

ARTICLE 23 - SHIFT DIFFERENTIAL 35

ARTICLE 24 - CALL-BACK 35

ARTICLE 25 - CALL-IN - STATUTORY REQUIREMENT 35

ARTICLE 26 - ON-CALL DIFFERENTIAL 36

ARTICLE 27 - TEMPORARY ASSIGNMENT 36

ARTICLE 28 - TRANSPORTATION ALLOWANCE 37

ARTICLE 29 - STATUTORY HOLIDAYS 37

29.01 STATUTORY HOLIDAYS 37

ARTICLE 30 - VACATIONS 39

30.01 VACATION ENTITLEMENT 39
30.02 VACATION PERIOD 40
30.03 SPLITTING OF VACATION PERIODS 40
30.04 VACATION PAY 41
30.05 VACATION CARRY OVER 41
30.06 VACATION ENTITLEMENT UPON DISMISSAL 41
30.07 REINSTATEMENT OF VACATION DAYS - SICK LEAVE 41
30.08 INITIAL FILLING OF THE VACATION SHIFTS – EFFECTIVE FOR THE 2012 VACATION YEAR 42

ARTICLE 31 - BEREAVEMENT LEAVE 42

31.02 COMPASSIONATE CARE LEAVE 43

ARTICLE 32 - SICK LEAVE, W.C.B., RETURN TO WORK 44

32.10 W.C.B. 46
32.11 RETURN TO WORK PROGRAMS 46
32.12 OTHER CLAIMS 47

ARTICLE 33 - EDUCATIONAL LEAVE 47

ARTICLE 34 - JURY DUTY 48

TABLE OF CONTENTS **Page Number**

ARTICLE 35 - LEAVE - UNPAID 48

35.01 UNPAID LEAVE 48
35.02 UNPAID LEAVE - AFTER THREE YEARS 49
35.03 UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS 49
35.04 UNPAID LEAVE - UNION BUSINESS 49
35.05 UNPAID LEAVE - PUBLIC OFFICE 50
35.06 FAMILY RESPONSIBILITY LEAVE 51
35.07 LEAVE RESPECTING DISAPPEARANCE OF CHILD 51
35.08 LEAVE RESPECTING DEATH OF CHILD 51
35.09 CRITICAL ILLNESS OR INJURY LEAVE 51
35.10 LEAVE RESPECTING DOMESTIC OR SEXUAL VIOLENCE 52
35.11 GENDER TRANSITION LEAVE 52
35.12 FIRST RESPONDER LEAVE 52

ARTICLE 36 - MATERNITY LEAVE 52

36.01 MATERNITY LEAVE 52
36.02 PARENTAL LEAVE 54
36.03 MATERNITY AND PARENTAL LEAVE SENIORITY 55

ARTICLE 37 - ADOPTION LEAVE 55

ARTICLE 38 - HEALTH CARE PLANS 55

38.01 MEDICAL PLAN 55
38.02 DENTAL PLAN 56
38.03 EXTENDED HEALTH CARE PLAN 56

ARTICLE 39 - LONG-TERM DISABILITY INSURANCE PLAN 56

ARTICLE 40 - GROUP LIFE INSURANCE 57

ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE 57

41.02 INDEMNITY 57

ARTICLE 42 - UNIFORMS 57

ARTICLE 43 - NURSES 58

43.01 REGISTRATION 58
43.02 PREVIOUS EXPERIENCE 58
43.03 PROFESSIONAL RESPONSIBILITY CLAUSE 58

ARTICLE 44 - MORE FAVORABLE RATE 61

ARTICLE 45 - PAY DAYS 61

ARTICLE 46 - BADGES AND INSIGNIA 61

ARTICLE 47 - BULLETIN BOARDS 62

TABLE OF CONTENTS **Page Number**

ARTICLE 48 - NOTICE OF UNION REPRESENTATIVE VISITS 62

ARTICLE 49 - UNION ADVISED OF CHANGES 62

ARTICLE 50 - EMPLOYER PROPERTY 62

ARTICLE 51 - VACCINATION AND INOCULATION 62

ARTICLE 52 - OCCUPATIONAL HEALTH AND SAFETY 63

52.01 Occupational Health and Safety Committee 63
52.02 Aggressive Patients/Residents 64
52.03 Communicable Diseases 65
52.04 Violence in the Workplace 65
52.05 Working Alone or In Isolation 65
52.06 Respectful Workplace 65
52.07 Transportation 66
52.08 Critical Incident Stress Defusing 66
52.09 Workload 66
52.10 Contingency Plans 66

ARTICLE 53 - VOLUNTEERS 67

ARTICLE 54 - CONTRACTING OUT 67

ARTICLE 55 - RRSP CONTRIBUTIONS 67

ARTICLE 56 - PRINTING OF THE AGREEMENT 68

ARTICLE 57 - VARIATIONS 68

ARTICLE 58 - SAVINGS CLAUSE 68

ARTICLE 59 - EFFECTIVE AND TERMINATING DATES 69

59.01 Effective and Terminating Dates 69
59.02 Effective Date of Wages and Benefits 69

ARTICLE 60 - PART-TIME EMPLOYEES 69

ARTICLE 61 - CASUAL EMPLOYEES 70

ARTICLE 62 - EXTENDED WORK HOURS 78

ARTICLE 63 - ELECTRONIC CASUAL CALL OUT 79

63.01 Electronic Casual Call Out (including 15.01 (c) calls) 79

ARTICLE 64 - STAFFING GUIDELINES 80

ARTICLE 65 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA 89

65.03 Wage Schedule 89
65.04 General Wage Increases 89

TABLE OF CONTENTS **Page Number**

WAGE SCHEDULE **90**

MEMORANDUM OF AGREEMENT #1 ..... **92**

RE: SITE SPECIFIC ISSUES 92

MEMORANDUM OF AGREEMENT #2 ..... **94**

RE: AMENDING THE PLACEMENT OF NEW CHRISTMAS DAY STATUTORY HOLIDAY PAY LANGUAGE FROM ARTICLE 22 (OVERTIME) TO ARTICLE 29 (STATUTORY HOLIDAYS) IN THE NEW COLLECTIVE AGREEMENT TERMINATING EFFECTIVE MARCH 31, 2023 94

APPENDIX 1 ..... **95**

RE: JOB SHARE PROCESS AGREEMENT – HEU 95

APPENDIX 2 ..... **99**

BENEFIT COMPARISON – INFORMATION 99

ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS the right of residents to uninterrupted, skillful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees to provide the best quality of life for residents, and to effect this, it is important that sincere and harmonious relations be continued between the Employer and its employees;

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

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

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

1.02 No Discrimination

(a) The Employer and the Union subscribe to the principles of the *Human Rights Act* of British Columbia.
(b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.
(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.

(d) The Employer agrees to provide equal opportunity for employment of Aboriginal peoples, the disabled and visible minorities.

1.03 Harassment and Bullying

(a) The Employer and the Union recognize the right of employees to work in an environment free from harassment and bullying. The parties agree to foster and promote such an environment.

(b) The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.

(c) Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees, or the Employer, on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment.

(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.

1.04 Sexual Harassment

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

b) Sexual harassment includes but is not limited to:

   i) A person in authority asking an employee for sexual favors in return for being hired or receiving promotions or other employment benefits;

   ii) Sexual advances with actual or implied work related consequences;

   iii) Unwelcome remarks, questions, jokes or innuendo of a

sexual nature, including sexual comments or sexual invitations;
iv) Verbal abuse, intimidation, or threats of a sexual nature;
v) Leering, staring or making sexual gestures;
vi) Display of pornographic or other sexual materials;
vii) Offensive pictures, graffiti, cartoons or sayings;
viii) Unwanted physical contact such as touching, patting, pinching or hugging.

c) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

1.05 Bullying

Bullying is defined as any repeated or systematic behavior, which harms, intimidates, offends, degrades or humiliates an employee before another employee, resident, or other individuals but excludes any reasonable action taken by the Employer or supervisor related to the management and direction of employees or the place of employment.

1.06 Procedure for Filing Complaints

(a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer or through the Union to the Employer designate.

(b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however it is recognized that various representatives of the Employer and the Union will be made aware of or part of the proceedings on a need to know basis. Except as required by the Collective Agreement or law, the Parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.

(c) The Employer shall investigate the allegations within thirty (30) days. The Employer shall notify the Union upon conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to

take.

(d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

(e) Disputes resulting from actions under this Article may be submitted to Expedited Arbitration under Article 8.08, where the complaint pertains to conduct of an employee or employees within the bargaining unit. Where disputes arise from actions under this Article, and the complaint pertains to conduct of an employee or employees not in the bargaining unit, the dispute may be submitted to the Troubleshooter under Article 8.07.

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

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

2.03 Union Check-Off

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

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

period not to exceed twenty-one (21) days after the date of deduction.

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

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 2.02.

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

Twice every calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel, and shall be provided securely to: memberupdates@heu.org.

2.04 Induction

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

the new employees hired.

Induction sessions for new employees shall be held at the Employer's place of business within the first thirty (30) calendar days of employment any day between Monday and Friday at a time designated by the Employer between the hours of 0900 and 1700.

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

New employees shall receive regular wages while attending at these sessions but regular wages shall be limited to and shall not include any overtime even in cases in which the session is scheduled outside of and in addition to the scheduled work of the employees.

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

2.05 Shop Stewards

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

(a) Shop Stewards may be appointed by the Union on the basis of one (1) Shop Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Shop Stewards.
(b) The Employer is to be kept advised of all Shop Steward appointments.
(c) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.

ARTICLE 3 - DEFINITIONS

3.01 Regular Full-Time Employees

A regular full-time employee is one who works full-time on a regularly scheduled basis.

3.02 Regular Part-Time Employees

A regular part-time employee is one who works less than full-time on a regularly scheduled basis.

3.03 Casual Employees

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee.

3.04

Practical Nurse

Graduation from a recognized program for Practical Nurses or an equivalent combination of education, training and experience. Current full practicing licensure with the British Columbia College of Nurses and Midwives (BCCNM).

Registered Nurse

Graduate of a recognized nursing program/current practicing registration with the College of Nurses and Midwives (BCCNM) or has qualifications for registration in B.C.

3.05 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:
5

- Article 31.01 - Bereavement Leave
- Article 38.01 - Medical Plan
- Article 38.02 - Dental Plan
- Article 38.03 - Extended Health Care Plan

ARTICLE 4 - MANAGEMENT RIGHTS

The management of the Employer's business, and the direction of the working forces is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in her/his 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 she/he is not adequately trained.

ARTICLE 6 - 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 – UNION / MANAGEMENT COMMITTEE

7.01 Management Committee

The Employer shall appoint and maintain a Committee to be called the "Management Committee", one member of which shall be designated as Chairperson. The Employer at all times shall keep the Union informed of the individual membership of the Committee.

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 her/his 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 and the Employer are committed to a process of working together with the common goals of anticipating and resolving problems and improving their day to day working relationship.

The Union Committee and the Secretary-Business Manager of the Union, or their representative, shall meet as the occasion warrants with the Employer, for the purpose of discussing issues relating to the workplace that affect any employee bound by this agreement.

A proposed written agenda shall be distributed to committee members, if at all possible, at least 48 hours before the meeting.

Grievances of a general nature may be initiated by a member of the Union Committee in step two of the grievance procedure outlined in Article 8.04.

The time spent by members of the Union Committee at Union/Management meetings shall be considered time worked and shall be paid in accordance with the provisions of the Collective Agreement.

7.04 Committee Meetings

All meetings of the said Management Committee with the Union Committee and the Secretary-Business Manager, or her/his representative, shall be held as promptly as possible on request in writing of either party.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Union Representation

No Shop Steward, Union Committee member, or employee shall

leave her/his work without obtaining the permission of her/his immediate supervisor. Employee, Shop Steward or Union Committee member discussions shall take place where patient/resident care is not affected.

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work. The length of such meetings shall not unduly affect Resident Care.

8.02 Grievance Investigations

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

No meeting shall take place between the Employer and a Union member, where any form of discipline could possibly result from the meeting, without the Employer advising the Union member that she/he has the right to representation by a shop steward or Union committee member of her/his choice. Where the Employer fails to so advise the member, any disciplinary action taken shall be rendered null and void.

No meeting which could result discipline shall take place between the Employer and Union member without reasonable advance notice being given.

8.03 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such

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

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

8.04 Grievance Procedure

If an employee has a grievance, her/his grievance shall be settled as follows:

STEP ONE:
The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with her/his immediate supervisor or department head within seven (7) calendar days of the employee becoming aware of the circumstances giving rise to the grievance. If the grievance is not settled at this step, then:

STEP TWO:
The grievance shall be reduced to writing, signed by the employee and a Shop Steward or Union Committee member and shall be presented to the immediate supervisor or the department head by a Shop Steward or a Union Committee member, who shall discuss

the grievance. Within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give her/his written reply. If the grievance is not settled at this step, then:

STEP THREE:
The Union Committee and Employee Experience, shall meet within twenty-one (21) days or other mutually agreed to time to discuss the grievance. 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 Committee on Labour Relations 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 arbitration under Article 9 within thirty (30) days.

8.05 Dismissal / Suspension for Alleged Just Cause

The Employer will send to the HEU office copies of all letters of suspension and termination in addition to providing a copy to the steward. Employees dismissed or suspended for alleged just cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

8.06 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 9, it is found that an employee was laid off, disciplined, or dismissed without just and reasonable cause, that employee shall be reinstated by the Employer without loss of pay with all of her/his rights, benefits and privileges which she/he would have enjoyed if the lay-off, discipline or discharge had not taken place.

8.07 Industry Troubleshooter

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, during the term of the Collective Agreement:

- Corrin Bell
- Chris Sullivan
- Elaine Doyle
- Vincent L. Ready
- or a substitute agreed to by the parties, shall at the request of either party:

a) Investigate the difference,
b) Define the issue in the difference, and
c) Make written recommendations to resolve the difference.

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

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days from the date this Collective Agreement is awarded, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

8.08 Expedited Arbitrations

(a) The parties shall meet semi-annually, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration. In addition, the parties will meet annually to review the expedited arbitration process and scheduling of hearing dates.
(b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.
(c) 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.
(d) As the process is intended to be non-legal, lawyers will not be used to represent either party.

(e) 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.
(f) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
(g) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
(h) 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.
(i) 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.
(j) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
(k) The parties shall equally share the costs of the fees and expenses of the arbitrator.
(l) The expedited arbitrators, who shall act as sole arbitrators, shall be:

- Allison Matacheski
- Corrin Bell
- Elaine Doyle
- Vincent L. Ready
- Or a substitute agreed to by the parties.

(m) 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.
(n) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
(o) Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Section 8.05 for resolution.

ARTICLE 9 - ARBITRATION

9.01

(a) **Composition of Board**

Should the Management Committee, the Union Committee, the Secretary-Business Manager of the Union and the Owner of Golden Life Corp. fail to settle any difference, grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of one (1) member. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

The arbitrators shall be as listed below, or a substitute agreed to by the parties:

- James E. Dorsey
- Ken Saunders
- Allison Matacheskie
- Corrin Bell
- Koml Kandola
- Chris Sullivan
- Gabriel Somjen

The parties, by mutual agreement, may amend the list of arbitrators at any time.

It is understood that the arbitrators shall be appointed on a rotating basis commencing with the first arbitrator named above.

The decision of the said arbitrators, or any two (2) of them, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the

employees concerned.

(b) Dismissal / Suspension

If the dismissal or suspension of an employee for alleged just 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 (or a substitute agreed to by the parties):

- James E. Dorsey
- Ken Saunders
- Allison Matacheskie
- Corrin Bell
- Koml Kandola
- Chris Sullivan
- Gabriel Somjen

The arbitrator shall schedule a hearing within seven (7) calendar days of her/his 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 Authority of Arbitration Board

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

9.03 Time Limit for Decision 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 to an employee called as a witness by an Arbitration Board.

9.05 Arbitration Board Hearings

Where operational requirements permit, the Employer shall grant leave without pay to a reasonable number of employees representing the Union before an Arbitration Board, provided the dispute involves the Employer.

9.06 Expenses of Arbitration Board

Each party shall bear the expenses of the arbitrator 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.

9.07 Reinstatement of Employees

If the Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that her/his reinstatement be without loss of pay, and with all her/his rights, benefits and privileges which she/he would have enjoyed if the lay-off, suspension or discharge had not taken place.

Provided, however, if it is shown to the Board that the employee has been in receipt of wages during the period between lay-off, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

ARTICLE 10 - RESTRICTION OF EMPLOYEE STATUS

The status of all employees covered by this Agreement shall be defined as regular full-time, regular part-time or Casual as specified in Article 3. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 8.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

ARTICLE 11 - INCREMENTS

Employees will move to the next increment step based on accumulated hours of service with the Employer except for those employees off for issues that would be covered by the *Human Rights Act* (i.e. pregnancy and disability leaves).

ARTICLE 12 - PROBATIONARY PERIOD

12.01 For the first 480 hours or six (6) calendar months of continuous service with the Employer, whichever comes first, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by 160 hours or one (1) calendar month provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not

for just and reasonable cause, the employee shall be reinstated.

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.

ARTICLE 13 - EVALUATION REPORTS, PERSONNEL FILES

13.01 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation 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 evaluation, and the other indicating that the employee disagrees with the evaluation. 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 an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report 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 her/his designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, and make a copy of relevant documents, in order to facilitate the investigation of a grievance or an employee may review her/his file for personal reference, in the presence of an Employer representative.

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

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

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, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in her/his new job for a period of four-hundred-and-eighty (480) hours.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned four-hundred-and-eighty (480) hour period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to her/his former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to her/his former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or

perquisites on the same basis as outlined in paragraph (2) of this Section.

14.03 Temporary Promotion or Transfer

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

14.04 Promotions

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

For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.

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

14.05 Transfers

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

A regular employee transferred upon the employee's request to a job with the same pay rate structure as her/his former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary date of her/his prior job.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as her/his former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three (3) months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary date of her/his prior job.

14.06 Demotions

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower rated job, shall go to the increment step of the lower-rated job commensurate with her/his overall seniority, provided she/he has experience in or possesses the ability to perform the duties of the lower rated job without a training period. For the purpose of this section and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three (3) months.

14.07 Re-employment After Retirement

Employees who have reached retirement age as prescribed under the *Pension (Municipal) Act* and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former 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.

14.08 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.

14.09 Seniority Accumulation

Regular full-time employees accumulate seniority by calendar length of service and are entitled to all benefits outlined in this Collective Agreement.

Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement, subject only to Article 60 – Part Time Employees.

Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in Article 61 – Casual Employees.

14.10 Seniority Dates

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

14.11 Loss of Seniority

Seniority status, once acquired will be lost only for the following reasons:

a) Voluntary resignation, or
b) Retirement, or
c) Discharged for just cause, or
d) Is absent from work by reason of layoff for more than twelve (12) months, or
e) If a laid off employee fails to report for work of an ongoing nature within seven (7) days of the date of notification by registered mail.

ARTICLE 15 - JOB POSTINGS AND APPLICATIONS

If a vacancy or a new job is created for which Union personnel reasonably might be expected to be recruited, the following shall apply:

(a) If the vacancy or new job has a duration of one (1) calendar month or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the current shift rotation (subject to change), the department and the commencement date 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.

(b) In the posting of a vacancy or new job, the hours of work, current shift rotation and department may be subject to change provided that:
   i) The change is consistent with operational requirement and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
   ii) 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, shift rotation and department; and the impact the change will have on the personal circumstances of such employee(s).

(c) If the vacancy or new job has a duration of less than one (1) calendar month, qualified regular employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, 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 22, the proposed move shall not be made.

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

occur during their absence.

(e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (a) and (b) above.

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

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

(h) The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

ARTICLE 16 - JOB DESCRIPTIONS

16.01 The Employer shall draw up job descriptions for all existing and newly created classifications in the Bargaining Unit. These shall be presented to the Local Chairperson, in duplicate.

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

16.03 The Union will have twenty-one (21) calendar days to object to the remuneration of the new or changed classification in relation to the wage rate of existing classifications in the bargaining unit.

16.04 The parties will meet at Step Three of grievance procedure to review the job remuneration. If an agreement cannot be reached in Article 8 the issue of remuneration may be submitted to Arbitration. The Board or the sole arbitrator, as the case may be, shall decide on the issues regarding the remuneration, based on the relationship of the new classification to existing

classifications in the bargaining unit.

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

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 twenty-one (21) 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 twenty-one (21) calendar days the issue will be put to Step Three of the Grievance Procedure in accordance with the provisions of Article 8.04.

If the classification and/or wage 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 Changed Positions

In the event the Employer significantly changes an existing position, the Employer shall give written notice to the Union 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 twenty-one (21) 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 objections in writing. If no agreement can

be reached between the Employer and the Union within a further twenty-one (21) days, the issue will be put to Step Three of the Grievance Procedure in accordance with the provisions of Article 8.04.

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.

If any employee considers there has been a significant change to the job content of the position held, the employee may initiate a grievance as per Article 8.

ARTICLE 18 - REDUCTION IN WORK FORCE

18.01 In the event of a reduction in the work force, regular employees shall be displaced or laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off, taking into consideration the provisions of Article 14.

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

(a) after three (3) consecutive months of employment – one (1) week;
(b) after twelve (12) consecutive months of employment – two weeks;
(c) after three (3) consecutive years of employment – three (3) weeks, plus an additional week for each year of employment, to a maximum of twelve (12) weeks.

18.03 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected

shall have the right to transfer to a 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 her/his existing pay rate.

An employee exercising a right to bump another employee must advise the Employer in writing of her/his intention to bump a specific employee within seven (7) days of being notified of displacement.

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

18.05 Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 18.03 of this Agreement.

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

ARTICLE 19 - TERMINATION OF EMPLOYMENT

19.01 Employer's Notice of Termination

The Employer shall give regular full-time and regular part-time employees twenty-one (21) calendar days' notice in writing or normal pay for that period in lieu of notice where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

19.02 Employee's Notice of Termination

Employees shall make every effort to give twenty-one (21) calendar days' notice when terminating their employment.

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than twenty-one (21) calendar days' notice, the employee shall be paid all earned vacations.

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

19.03 Employment Abandoned

Any employee who fails to report for work and does not notify her/his supervisor within three (3) workdays and who cannot give an acceptable reason for her/his absence shall be considered as having abandoned her/his position.

ARTICLE 20 - SCHEDULING PROVISIONS

20.01

(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 employee(s) affected.

(iii) If the Employer intends to implement a revised work schedule, the Employer will post the proposed rotation for

seven (7) calendar days so that impacted regular employees in the unit/department have an opportunity to review it. Within a further seven (7) calendar days, the impacted regular employees will select their line on the new rotation in order of seniority. Any regular employee without a line in the new work schedule will be issued a displacement notice. The new work schedule will then be posted in accordance with Article 20.01.

(iv) Impacted regular employees must select a line in the new rotation, by seniority, where the FTE is within 0.2 FTE of their current posted job (note that this can include a change in status). However, an impacted regular employee may voluntarily select any line available to them if they choose to do so. If no line within 0.2 FTE is available to the impacted employee, and the employee does not voluntarily choose another line, she/he shall be issued displacement notice at the end of seven (7) day line selection period.

(v) If the Employer alters the scheduled workdays of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 22 – Overtime. Notice of such alteration shall be confirmed in writing as soon as possible.

(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.

(c) Shift schedules shall be arranged so that an employee:
   i) Is not scheduled to work more than six (6) consecutive days;
   ii) Employees shall not receive 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 employee 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 appropriately qualified, as determined by the Community Manager or her/his designate; and

iii) The exchange must receive prior approval which will not be unreasonably withheld, from the Community Manager or her/his designate; and

iv) There is no increased cost to the Employer.

(e) Employee requests for specific days off must be submitted to the Community Manager or her/his designate one (1) week in advance of posting whenever possible.

(f) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

ARTICLE 21 - HOURS OF WORK

21.01 Continuous Operation

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

21.02 Hours of Work

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

(b) 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.

(c) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one-hundred-and-fifteen (115) days per year (that is, an average of two (2) days per week plus a minimum of eleven (11) statutory holidays.

(d) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays.

21.03 Rest and Meal Periods

(a) **Rest Periods**

Employees working a full shift shall receive two (2) paid fifteen (15) minute breaks, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period. Employees electing to utilize their break time for smoking in the designated outside area or any such area, be it interior or exterior, shall not receive more than the allotted fifteen (15) minutes for each break.

(b) **Meal Periods**

All employees covered by the Collective Agreement and working in excess of five (5) hours, shall receive a one-half (½) hour unpaid meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift. Employees unable to leave the facility shall be paid at straight time wages for the meal break or overtime wages, if they work in excess of a full-time shift, subject to the approval of the Employer.

21.04 Split Shifts

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

21.05 Part-Time Employees

The Employer shall eliminate, as far as possible taking into consideration operational requirements, all part-time employees.

21.06 Daylight Savings Time

Employees shall be paid for actual hours worked when scheduled to work the nights of the standard/daylight savings time changes. It is understood that this pay will be at straight-time.

ARTICLE 22 - OVERTIME

22.01 Employees requested to work in excess of the normal daily full shift hours as outlined in Article 21.02, or who are requested to work on their scheduled off-duty days, shall be paid:

(a) The rate of time-and-one-half (1½ x) of their basic hourly rate of pay for the first three (3) hours of overtime on a scheduled work day and double-time (2x) thereafter;
(b) The rate of time-and-one-half (1½ x) of their basic hourly rate of pay for all hours worked on a scheduled day off.
(c) If an overtime shift is cancelled prior to the employee arriving at work, the employee will be paid for one hour at straight-time wages.

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

22.03 If an employee works overtime on a statutory holiday they shall be paid time-and-one-half (1½ x) for the first four (4) hours of overtime and double time thereafter.

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

22.05 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 in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

22.06 The hourly pay rate as calculated for computer purposes shall be the monthly wage rate of the employee, as shown in the Wage Schedules, multiplied by twelve (12) and divided by fifty-two (52) times the weekly hours of work as provided at Article 21.02,

and such hourly rate so arrived at shall apply in the calculation of adjustments and overtime.

22.07 An employee who works two-and-one-half (2½) hours of overtime immediately before or following her/his scheduled hours of work shall receive a one-half (½) hour with pay in order that she/he may take a meal break either at or adjacent to her/his place of work.

(a) This clause shall not apply to part-time employees until the requirements of Article 22.09 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 her/his regular shift times for a normal work day.

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

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

22.09 A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than her/his regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the workday of a full-time employee.

22.10 A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than her/his regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked, up to and including

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

22.11 An employee required to work overtime adjoining her/his regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of her/his 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 23 - SHIFT DIFFERENTIAL

Night Shift Premium
All hours worked by an employee that fall between 19:00 to 07:00 will be paid a shift premium of $1.50/hour worked.

Weekend Shift Premium
All hours worked by an employee that fall on Saturdays or Sundays between 07:00 and 19:00 will be paid a shift premium of $0.65/hour worked.

ARTICLE 24 - 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 of sixty-one cents ($0.61) per kilometer from the employee's home to the Employer's place of business and return.

ARTICLE 25 - CALL-IN - STATUTORY REQUIREMENT

Any employee, except those covered by Article 24.01, reporting for work at the call of the Employer shall be paid her/his 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 her/his regular rate of pay if she/he does not commence work, and a minimum of four (4) hours' pay at her/his regular rate if she/he commences work.

ARTICLE 26 - ON-CALL DIFFERENTIAL

26.01 Employees required to be on-call shall be paid an on-call differential of one dollar ($1) per hour, or portion thereof.

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

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

ARTICLE 27 - TEMPORARY ASSIGNMENT

27.01 In the event of an employee is temporarily assigned to a job classification not covered by the *Health Professions Act* and to which they have the ability to perform the duties, they shall receive:

(a) Non-supervisory positions: the next higher increment rate of the new position after not less than one (1) workday, retroactive to the start of the relief period;
(b) Supervisory positions outside the contract: five percent (5%) more than the highest rate of her/his classification after not less than one (1) work day, retroactive to the start of the relief period.

27.02 In cases where an employee is temporarily assigned to a job classification with a lower rate of pay, no reduction in wages shall occur.

27.03 Where the Employer designates an employee in charge of a facility, she/he shall be paid In-Charge Pay of $2 per hour.

ARTICLE 28 - TRANSPORTATION ALLOWANCE

28.01 An employee who uses her/his own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of sixty-one cents ($0.61) per kilometer. Minimum allowance shall be five dollars ($5).

28.02 Where an employee uses her/his own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

ARTICLE 29 - STATUTORY HOLIDAYS

29.01 Statutory Holidays

Employees will be entitled to eleven (11) 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 of Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one-hundred-and-fifteen (115) days per year (two (2) days per week plus a minimum of eleven (11) statutory holidays).

If at the end of a year (fifty-two (52) weeks dating from an employee's first scheduled shift in January), an employee has not had a minimum of one-hundred-and-fifteen (115) days off, she/he shall be paid extra at double-time rates for each day by which

her/his total number of days off falls short of one-hundred-and-fifteen (115), except that she/he shall not again be paid for any day for which she/he was paid at the rate of double-time under Article 22 or Article 29.04.

Employees who are required to work on facility scheduled statutory holidays and are given less than seven (7) calendar days' advance notice of this requirement will receive pay at the rate of time-and-one-half (1½) for the time worked, in addition to their regular monthly pay rate, and will have such statutory holidays rescheduled in addition to such overtime pay.

29.02 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 facility 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. The provisions of Article 29.01, paragraph 3 shall not apply to scheduled statutory holidays rescheduled in accordance with this paragraph. 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.

29.03 Employees required to work on scheduled days off will receive pay at the rate of double-time for the time worked, but will not have the day off rescheduled.

29.04 If an employee terminates during the year, she/he shall be entitled to the same portion of one-hundred-and-fifteen (115) days off that her/his period of service in the year bears to a full year.

29.05 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.

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

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

29.08

- Employees working on Easter Monday will be paid time-and-one-half (1½ x) for all hours worked.
- Employees who are required to work on a statutory holiday other than Christmas Day shall be paid a rate of 1½ x for all hours worked.
- Employees working on Boxing Day will be paid time-and-one-half (1½ x) for all hours worked.

29.09 An employee required to work Christmas day will be paid double-time (2x) for all hours worked.

ARTICLE 30 - VACATIONS

30.01 Vacation Entitlement

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

- One (1) to two (2) years of service: 75 hours

- Three (3) years of service: 90 hours
- Four (4) to five (5) years of service: 112.5 hours
- Six (6) to nine (9) years of service: 127.5 hours
- Ten (10) to fourteen (14) years of service: 150 hours
- Fifteen (15) to nineteen (19) years of service: 225 hours
- Twenty (20) years plus 247.5 hours

This provision applies when the qualifying date occurs before July 1st in each year.

30.02 Vacation Period

Vacation time earned up to July 1st as indicated in Articles 30.01 and 30.02 shall be granted as follows:

- Sixty percent (60%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.
- Forty percent (40%) of the employees shall be scheduled and granted vacations during the remainder of the year.

The choice of vacation periods shall be granted employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department and will not exceed the accrued vacation days earned for that period.

30.03 Splitting of Vacation Periods

Annual vacations for employees with ten (10) workdays' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided into not more than six (6) periods subject to the approval of the Employer.

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) workdays' vacation shall be granted in one (1) continuous period.

30.04 Vacation Pay

The pay for an annual vacation to which an employee is entitled shall be paid to the employee in one (1) payment by the last payday before the beginning of the employee's annual vacation providing the request is submitted prior to the payroll cut-off date.

30.05 Vacation Carry Over

An employee may carry over up to five (5) days' vacation leave per vacation per year for two (2) consecutive vacation years, up to a maximum of ten (10) days which must be taken not later than the third consecutive vacation year. Failure by an employee to take her/his carried over vacation time, plus vacation time earned in the third consecutive year, will result in a full pay settlement to the employee within the last payroll of the vacation year, at the employee's vacation entitlement. Employees planning to carry over vacation leave credits shall notify their departmental supervisor, in writing, by March 15th of each vacation year.

30.06 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 30.01 and 30.02.

30.07 Reinstatement of Vacation Days - Sick Leave

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

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

30.08 Initial Filling of the Vacation Shifts – Effective for the 2012 vacation year

Vacation requests shall be submitted to the Employer by March 15 of the year in which they are to be taken. The Employer shall first offer vacation relief vacancies to employees in accordance with 15.01(c) and shall then have the casual staff attend the worksite during a five (5) day block which they have been notified about, to choose dates they would like to cover for the vacation days requested including shifts available due to backfilling as a result of the application of Article 15.01(c).

The casual employees will place their names on each date and shift they are available for work. Shifts and days will be assigned on seniority and with the most senior casual being awarded the shifts requested. By April 15, the vacation schedule will be approved and formalized and the casuals will be provided with notification of the shifts assigned.

ARTICLE 31 - BEREAVEMENT LEAVE

31.01 Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee following 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, step-child, sibling, parent-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides, an employee who has experienced a loss of pregnancy after twenty (20) weeks.

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

restored.

An additional two (2) days unpaid leave may be taken with Bereavement Leave.

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

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

31.02 Compassionate Care Leave

For the purpose of Article 31.02 only, a member of an employee's family shall be as defined in the *Employment Insurance Act*.

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

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

(c) An employee may begin Compassionate Care Leave no earlier than the first day of the week in which the period under part (a) begins.

(d) A Compassionate Care Leave ends on the last day of the week in which the earlier of the following occurs:
   i) The family member dies;
   ii) The expiration of 26 weeks or other prescribed period from the date the leave began.

(e) Compassionate Care Leave must be taken in units of one or more weeks.
(f) If an employee takes Compassionate Care Leave and the family member does not die within the period referred to, the employee may take a further leave after obtaining a new certificate in accordance with part (a), and parts (b) to (e) apply to the further leave.

ARTICLE 32 - SICK LEAVE, W.C.B., RETURN TO WORK

32.01 The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further E.I.C. premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

32.02 Sick leave credits with pay shall be granted on the basis of point-seven-five (0.75) of a workday per month, cumulative up to thirty (30) work days maximum. Effective January 1, 2025, sick leave credits with pay shall be granted on the basis of 0.833 of a work day per month, cumulative up to 35 work days maximum.

Employees earning less than 5 days of sick leave per year shall be entitled to the Illness and Injury provisions of the *Employment Standards Act.*

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

32.04 Sick leave pay shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis. Sick leave deductions shall be according to actual time off.

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

32.06 Employees with more than one (1) years' service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. 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. The Employer's decision for further leave of absence without pay shall be in writing.

If no written report is received by the Employer by the end of the leave of absence without pay explaining the employee's condition, the employee's services shall be terminated.

32.07 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. If no written report is received by the Employer within the seven (7) workdays from such an employee explaining her/his condition, she/he shall be removed from the payroll.

32.08 The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

32.09 All sick leave credits are cancelled when an employee

terminates her/his employment.

32.10 W.C.B.

Sick leave pay shall be paid for the one (1) day or less not covered by the *Workers' Compensation Act*.

Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

Article 38 – Health Care Plans shall continue for those employees who are entitled to receive WCB wage loss benefits including those WCB benefits other than wage loss benefits pursuant to Sections 29 and 30 (temporary benefits and/or partial temporary benefits) of the *Workers' Compensation Act*, so long as the employee is otherwise entitled to benefits under those Sections of the *Workers' Compensation Act*.

For the first twenty (20) workdays on claim, an employee will accrue statutory holidays and vacation credits. Once the claim exceeds twenty (20) days, statutory holidays will not accrue.

32.11 Return to Work Programs

(a) The Parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that Return to Work programs are part of a continuum of injury prevention and rehabilitation.
(b) The Employer and the Union are committed to a safe Return to Work program that addresses the needs of each individual employee who participates.
(c) Return to Work programs will be part of an approved WCB rehabilitation plan. The approved WCB rehabilitation plan shall be agreed upon by the employee and their Union designate.
(d) An employee involved in a return to work program will be employed in a position that is additional to the Employer's regular number of full-time, part-time and casual positions and further will not cause the dismissal, layoff or reduction in hours

or period of work of any existing employees.

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

32.12 Other Claims

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave with pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on her/his own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee. Where the Employer recovers monies from ICBC, the employee's sick leave credits shall be proportionately reinstated.

ARTICLE 33 - EDUCATIONAL LEAVE

33.01 Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer authorizes, 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.

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

service as determined by the Employer.

33.03 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 operations of the department can be found.
(c) Notices granting such requests shall be given by the Employer in writing.

ARTICLE 34 - JURY DUTY

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defense (not being himself/herself a party to the proceeding), shall continue to receive her/his regular pay and benefits. The employee shall turn over to the Employer any monies she/he receives from the court on the days she/he is normally scheduled to work, providing this does not exceed her/his regular pay rate. The employee must present proof of service and amount of pay received.

The employee shall not be required to turn over allowances received for traveling and meals.

ARTICLE 35 - LEAVE - UNPAID

35.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the facility manager 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 within seven (7) days. Leave shall not be granted for an employee to take employment with another employer.

35.02 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.

35.03 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 her/his former job and increment step.

Except in the case of WCB coverage, 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.

35.04 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 facilities community. 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 facilities community. Such requests shall be made in writing sufficiently in advance to minimize disruption of the facilities community. 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, 8.02, 8.03, 9.04, 9.05, 13.01, 13.02, 45.01.

(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.

35.05 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:

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.

35.06 Family Responsibility Leave

As outlined in the *Employment Standards Act* an employee is entitled to up to five (5) days of unpaid leave during each year to meet responsibilities related to:

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

35.07 Leave Respecting Disappearance of Child

An employees is entitled to a leave of absence without pay for the disappearance of a child as outlined in the *Employment Standards Act.* There will be no interruption in the accrual of seniority. The employee shall be responsible for benefits consistent with article 35.03.

35.08 Leave Respecting Death of Child

An employee is entitled to a leave of absence without pay for the death of a child as outlined in the *Employment Standards Act.* There will be no interruption in the accrual of seniority. The employee shall be responsible for benefits consistent with article 35.03.

35.09 Critical Illness or Injury Leave

An employee shall be eligible for such leave in accordance with the *Employment Standards Act*.

Employes may reference the *Employment Standards Act* or Service Canada for information in regards to Critical Illness or Injury Leave.

35.10 Leave Respecting Domestic or Sexual Violence

An employee shall be eligible for such leave in accordance with the *Employment Standards Act.*

Employees may reference the *Employment Standards Act* or Service Canada for information in regard to Leave Respecting Domestic or Sexual Violence.

35.11 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either Article 35 Leave – Unpaid or Long-Term Disability Plan depending on the employee's request and approval by the provider. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

35.12 First Responder Leave

Employees who are volunteer emergency and rescue workers may, where operational requirements permit, receive up to five (5) days unpaid leave to provide emergency services when dispatched.

ARTICLE 36 - MATERNITY LEAVE

36.01 Maternity Leave

Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Unemployment Insurance Act*, shall be covered by sick leave credits providing the employee is not in

receipt of maternity benefits under the *Unemployment Insurance Act* or any wage loss replacement plan.

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

Employees shall make every effort to give at least seven (7) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least seven (7) days' notice of their intention to return to work prior to the termination of the leave of absence.

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

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

Upon return to work, the employee shall continue in her former position without loss of perquisites.

An employee is entitled to maternity leave of up to seventeen (17) weeks without pay.

As set out in the *Employment Standards Act* if maternity leave is requested after the termination of a pregnancy, the employee is entitled to up to six consecutive weeks of leave beginning on the termination date.

An initial period of leave may be extended by up to six consecutive weeks if an employee is unable to return to work for reasons related to the birth or termination of a pregnancy.

An Employer may request a doctor's or nurse practitioner's note stating the expected or actual birth date or termination date or reasons for requesting leave.

If an employee on leave asks to return from leave earlier than six weeks after the birth, the Employer may require a doctor's or nurse practitioner's certificate stating the employee is able to resume work.

36.02 Parental Leave

Upon written request an employee shall be entitled to parental leave of up to sixty-one (61) consecutive weeks. A birth parent must begin their parental leave immediately after their maternity leave ends, unless they and the employer agree otherwise.

A birth parent who does not take maternity leave and other parents are entitled to up to sixty-two (62) consecutive weeks of unpaid parental leave. The leave can begin anytime within seventy-eight (78) weeks of the birth or placement of a child.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks (or sixty-one (61) consecutive weeks in the case of birth mother who takes maternity leave under Article 36.01. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

Such written request pursuant to paragraph 1 above must be made at least four (4) weeks prior to the proposed leave commencement date.

Leave taken under this clause shall commence:

(a) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 36.01 or following the adoption;

(b) In the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3. Such leave request must be supported by appropriate documentation.

36.03 Maternity and Parental Leave Seniority

Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave. The Employer shall give the employee the option of staying on the benefit program, provided they pay both the Employer and employee premiums.

ARTICLE 37 - ADOPTION LEAVE

Upon request, and having completed her/his initial probationary period, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

ARTICLE 38 - HEALTH CARE PLANS

38.01 Medical Plan

Eligible employees shall be enrolled for coverage following the completion of three (3) months or 480 hours, whichever comes first. Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one-hundred percent (100%) of the premium for full-time employees and seventy-five percent (75%) of the premium for part-time employees and fifty percent (50%) of the premium for dependents.

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.

Eligible members shall be enrolled for coverage following the completion of three (3) months.

38.02 Dental Plan

(a) Employees shall be provided with a dental plan using the guidelines as set out and provided in the Benefit Booklet, which shall be comparable with the plan set out in the April 2008 – March 2011 Collective Agreement.
(b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
(c) The Employer shall pay one-hundred percent (100%) of the premium for full-time employees and seventy-five percent (75%) of the premium for part-time employees and fifty percent (50%) of the premium for dependants.

38.03 Extended Health Care Plan

(a) Employees shall be provided with an Extended Health Care Plan using the guidelines as set out and provided in the Benefit Booklet, which shall be comparable with the plan set out in the April 2008 – March 2011 Collective Agreement.
(b) The Employer shall pay one-hundred percent (100%) of the premiums for full-time employees and seventy-five percent (75%) of the premium for part-time employees, and fifty percent (50%) of the premium for dependants.

ARTICLE 39 - LONG-TERM DISABILITY INSURANCE PLAN

39.01 Employees shall be provided with a long-term disability insurance plan using the guidelines as set out and provided in the Benefit Booklet, which shall be comparable with the plan set out in the April 2008 – March 2011 Collective Agreement.

39.02 The Employer shall pay one-hundred percent (100%) of the premiums for full-time employees and seventy-five percent (75%) of the premium for part-time employees.

ARTICLE 40 - GROUP LIFE INSURANCE

40.01 Employees shall be provided with a group life insurance plan using the guidelines as set out and provided in the Benefit Booklet, which shall be comparable with the plan set out in the April 2008-2011 Collective Agreement.

40.02 The Employer shall pay one-hundred percent (100%) of the premiums for full-time employees and seventy-five percent (75%) of the premiums for regular part-time employees.

ARTICLE 41 - EMPLOYMENT INSURANCE COVERAGE

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

Premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

41.02 Indemnity

Except in the case of negligent or criminal conduct, the Employer will:

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

ARTICLE 42 - UNIFORMS

The Employer shall supply shirts, hair covering and aprons for employees who are required to wear same. The Employer shall replace shirts, hair covering and aprons as required due to wear

and tear.

ARTICLE 43 - NURSES

43.01 Registration

(a) To practice as a nurse, an employee must be authorized to do so under the provisions of the *Health Professions Act*. Such authorization must be in effect on or by March 1 of each calendar year.
(b) At the Employer's request, a Nurse is required to confirm her/his authorization to practice by presentation of her/his registration card, license, permit or other proof acceptable to the Employer.

43.02 Previous Experience

Where a new employee is employed for a regular position, salary recognition as follows shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained:

- One (1) annual increment for every one (1) year's experience.

Any time spent in an education program mutually acceptable to the Employer and the Union shall not be counted as experience but shall not constitute a break in service.

43.03 Professional Responsibility Clause

In the interest of safe client/resident care and safe nursing practice, the parties agree to the following problem-solving process to address Registered Nurse or Licensed Practical Nurse practice concerns relative to client/resident care including:

a) Nursing practice conditions
b) Safety of clients/residents and nurses
c) Workload.

(a) The employee with a concern will discuss the matter with her/his immediate supervisor with the objective of resolving the

concern. At her/his request the employee may be accompanied by a steward.

(b) If the matter is not resolved to her/his satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of her discussion with her/his immediate supervisor. The employee retains the original and forwards copies to her/his immediate supervisor, the Chair of the Professional Responsibility Committee and the Chief Operating Officer.

(c) A Professional Responsibility Committee shall be established with the Employer.

Composition of the Committee:

I. Standing Members:
   (i) One member appointed by the employees.
   (ii) One member appointed by the Employer.
II. Ad Hoc Members:
   (i) The nurse with the concern.
   (ii) A Union steward.
   (iii) The excluded supervisor.
   (iv) The Chief Operating Officer.

(d) The standing members shall alternate the chair on a six month rotational basis.

(e) Meetings of the committee shall be held at the call of the Chair within fourteen (14) calendar days of receipt of the Professional Responsibility Report Form.

Members of the committee shall have access to all Nursing Department policy and procedure manuals, as may be necessary to assist in satisfactory resolutions of the employee's concerns.

If the matter is not resolved to the employee's satisfaction within seven (7) calendar days of the last meeting of the Committee, the employee may submit the concern in writing to the Chief

Operating Officer or designate from nursing and the Union. The Chief Operating Officer or designate from nursing shall meet with the employee to discuss resolution of the concern. At her/his request, the employee may be accompanied by a steward.

The Chief Operating Officer or designate from nursing shall respond to the employee in writing within seven (7) calendar days of the meeting.

(f) If the concern is not resolved to the employee's satisfaction, she/he may make a written submission to the Owner of the Facility. It is agreed that all parties shall receive copies of any submission or documentation that may be provided to the Owner of the Facility.

The Owner of the Facility shall review the submission and shall respond in writing to the employee within fourteen (14) calendar days. Copies of the response shall be forwarded to the Union, the Administrator and the Professional Responsibility Committee members.

If the employee is not satisfied with the written response from the Owner of the Facility, the employee with a steward or a Union representative, if she/he so chooses, may make a verbal presentation to the Owner. A further written submission may be presented in support of the verbal presentation.

The Owner of the Facility shall respond in writing to the employee within fourteen (14) calendar days following the meeting. Copies of the response shall be forwarded to the Union, the Chief Operating Officer and the Professional Responsibility Committee members.

If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, and no management personnel care on the premises or otherwise immediately accessible to the employee in person or

by telephone, the Registered Nurse or Licensed Practical Nurse or Registered Psychiatric Nurse who has been designated in charge shall have the authority to call in additional staff.

ARTICLE 44 - MORE FAVORABLE RATE

No employee who is at present receiving a more favorable rate than is specified herein shall incur a reduction in such rate unless a reduction in such rate was negotiated.

ARTICLE 45 - PAY DAYS

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

(a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.
(b) When a pay day falls on a non-banking day, the pay cheque shall be given prior to the established pay day.
(c) The pay for an annual vacation to which an employee is entitled shall be paid to the employee in one payment by the last pay day before the beginning of the employee's annual vacation, providing the request is submitted prior to the payroll cutoff date.
(d) If there is an error regarding pay of more than $50, the employee shall be reimbursed by Electronic Fund Transfer (EFT) within five (5) business days from the date the employee notified the CM or designate.

ARTICLE 46 - BADGES AND INSIGNIA

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

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

ARTICLE 47 - BULLETIN BOARDS

Bulletin boards 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.

ARTICLE 48 - NOTICE OF UNION REPRESENTATIVE VISITS

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

ARTICLE 49 - UNION ADVISED OF CHANGES

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

ARTICLE 50 - EMPLOYER PROPERTY

50.01 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.

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

ARTICLE 51 - VACCINATION AND INOCULATION

51.01 An employee shall not refuse, without sufficient medical or human rights grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required. 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. Should an employee choose to access alternative health care services to those being offered by the Employer under this Article, it shall be on the employees own time and expense. Any employees refusing to take the influenza vaccine shall not have their employment terminated for that reason. Such employees shall be placed in an unpaid leave of absence or transferred to another unit during the period of the outbreak.

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

ARTICLE 52 - OCCUPATIONAL HEALTH AND SAFETY

52.01 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.
(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 (including 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. 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 problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Troubleshooter for a written recommendation.

(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 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.

52.02 Aggressive Patients/Residents

When the Employer is aware that a resident has a history of aggressive behavior, the Employer will make such information

available to the employee. In-service and/or instruction in caring for the aggressive resident will be provided by the Employer. It is understood that this provision is at no cost to the Employer.

52.03 Communicable Diseases

The Employer agrees to take all necessary safety precautions to deal with the threat of the communicable diseases, including adequate education of employees concerning the disease and provision of any available precautionary treatments.

In addition to the above, the Employer agrees to provide in-service training for all employees working with these residents.

52.04 Violence in the Workplace

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

52.05 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 WorkSafe Regulations. This will be done in consultation with those employees who work alone and the Occupational Health and Safety Committee.

52.06 Respectful Workplace

The parties are committed to promoting a work environment in which all those who enter the facility will conduct themselves in a civil, respectful, and cooperative manner.

The Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and the users of the health care system regarding expectations and consequences of inappropriate behavior, aggression and violence.

52.07 Transportation

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

52.08 Critical Incident Stress Defusing

In the event of a critical incident within the workplace, the Employer will make every effort to provide appropriate stress diffusing services available.

52.09 Workload

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 fourteen (14) days therefore, 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.

52.10 Contingency Plans

The Employer will create a contingency plan for each of its sites setting out how work will be prioritized when, due to unforeseen circumstances, staffing falls below baseline staffing levels.

After considering the utilization of casual employees, the Employer will move to its contingency plan.

The contingency plan will set out who will be responsible for re-directing duty priorities and/or reassigning work, where appropriate, amongst the staff working on site. The site-specific contingency plan will be available at each site and accessible to all staff.

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 - CONTRACTING OUT

During the term of the Collective Agreement, the Employer shall not contract out any bargaining unit work that results in the lay-off of regular employees within the bargaining unit.

No later than ninety days (90) prior to the expiry of the Collective Agreement, the Employer shall notify the Union if it intends to contract out any bargaining unit work following the expiry of the Collective Agreement (March 31, 2026).

When the Employer so attends, it shall provide the Union with information on the intended contracting out prior to the aforementioned ninety (90) days and will discuss in good faith any suggestions raised by the Union.

ARTICLE 55 - RRSP CONTRIBUTIONS

Employees shall be entitled to contribute an amount up to the entitlement stipulated by CRA via payroll deduction towards an RRSP. The Employer shall match the RRSP contribution up to 2%. The maximum amount contributed by an employee based on CRA limits is the responsibility of the employee. RRSP contributions shall be optional by the employee. Upon request by an employee,

the Employer shall contribute any overtime monies earned by an employee directly into that employee's RRSP.

Employees with over five (5) years of continuous service, the maximum amount the Employer shall match will be 2.5%.

The Employer will ensure that there is a bank or credit union available in each community in which it operates for employees to make RRSP contributions.

On or before April 1, 2022, the union may provide an alternate RRSP provider. Contributions by both parties will be at the same rates as of April 1, 2020. Other than the contribution rate by the Employer, there will be no additional cost to the Employer for a change in provider.

ARTICLE 56 - PRINTING OF THE AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and her/his rights and obligations under it. The cost of printing the Collective Agreement shall be equally shared between the Employer and the Union.

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

ARTICLE 57 - VARIATIONS

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

ARTICLE 58 - 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 59 - EFFECTIVE AND TERMINATING DATES

59.01 Effective and Terminating Dates

The Agreement shall be effective from April 1, 2023, except where specified otherwise, and shall remain in force and be binding upon the parties until March 31, 2026, and from year to year thereafter unless terminated by either party on written notice served during the month December 2025.

59.02 Effective Date of Wages and Benefits

All new wages and benefits shall be effective from the April 1, 2023 unless otherwise specified in this Collective Agreement. Non-compensation changes shall be effective from the date of ratification of this Agreement unless otherwise specified in this Collective Agreement.

59.03 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 60 - PART-TIME EMPLOYEES

A regular part-time employee as defined in Article 3 - Definitions, shall receive the same perquisites, on a proportionate basis, as granted a regular full-time employee, including the following:

(a) **Vacations**
Regular part-time employees shall be credited with and granted

vacations as set out in Articles 30.01 and 30.02; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 30.01 and 30.02.

(b) **Statutory Holidays**
Three (3) hours off with pay every thirty-three (33) days for employees working an average of fifteen (15) hours per week or pay in lieu thereof; or a proportionate amount depending on time worked.

(c) **Sick Leave**
Seven-point-five (7.5) hour days eighteen (18) hours per year for those working an average of fifteen (15) hours per week per calendar year or a proportionate amount depending on time worked. All sick leave credits shall be paid in conformity with Article 32.

(d) **Qualifying Period**
Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of four-hundred-and-eighty (480) hours.

(e) **Increment Progression**
Based on accumulated hours of service with the Employer.

(f) **Seniority**
Applicable on a proportionate basis.

ARTICLE 61 - CASUAL EMPLOYEES

(a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
(1) Vacation relief;
(2) Sick leave relief;

(3) Education relief;
(4) Maternity leave relief;
(5) Compassionate leave relief;
(6) Union business relief;
(7) Educational leave relief;
(8) Such other leave relief as is provided by the Collective Agreement; or
(9) In an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month where there is no regular incumbent provided that such work cannot reasonably be done by:
    i) Assigning regular part-time employees to do that work; or
    ii) Filling the position pursuant to the provisions of Article 15.01(c). For this purpose, the restriction in those provisions on the payment of overtime pay shall not apply.

(b) Casual employees shall be called in to work in the order of their seniority wherever possible, 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 when such employee meets the requirements of the class. A casual employee who accepts an assignment shall have the same obligation to fulfill the assignment as a regular employee.

(c) Where it appears that the regular employee whose position is being filled by a casual employee will not return to her/his position within one (1) calendar month that position shall be posted and filled pursuant to the provisions of Articles 14, 15.01 and 19 of the Collective Agreement.

(d) (1) A casual employee who is appointed to fill a position under Section (c) 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.

(2) Where a job posting is filled by a casual employee under Section (c) and the casual employee occupies the position for six (6) months or more, she/he will be entitled to reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health premiums pursuant to paragraph (n) of the Casual Addendum for the period subsequent to the first thirty-one (31) days 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:

Article 38.01 - Medical Plan
Article 38.02 - Dental Plan
Article 38.03 - 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.

(e) Casual employees are entitled to all benefits of the Collective Agreement except the following:

(1) Article 12 - Probationary Period;
(2) Sections 14.02, 14.03, 14.04, 14.05, and 14.08 of Article 14 - Seniority;
(3) Section 15.01(c) of Article 15 - Job Postings and Applications;
(4) Article 18 - Reduction in the Work Force;
(5) Article 19.01 - Employer's Notice of Termination;
(6) Article 20 - Scheduling Provisions;
(7) Sections 22.09 and 22.10 of Article 22 - Overtime;

(8) Article 30 - Vacations;
(9) Article 31 - Compassionate Leave;
(10) Article 32 - Sick Leave, W.C.B., excluding Article 32.02;
(11) Article 33 - Educational Leave;
(12) Article 34 - Jury Duty;
(13) Article 35 - Leave - Unpaid;
(14) Article 36 - Maternity Leave and Parental Leave;
(15) Article 37 - Adoption Leave;
(16) Article 38 - Health Care Plans;
(17) Article 39 - Long-Term Disability Insurance Plan;
(18) Article 40 – Group Life Insurance Plan;
(19) Article 55 – RRSP Contributions;

(f) Casual employees shall accumulate seniority on the basis of the number of hours worked.

(g) The manner in which casual employees shall be called to work shall be as follows:

1) The Employer shall maintain a casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority. The classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.
2) The Employer shall call by telephone only those casual employees who 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 employee wherever possible, in the classification registry. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.
3) 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.

4) 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 employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.

(h) Casual employees shall not be dismissed except for just and proper cause.

(i) 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 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.

The Employer may require a casual employee to work a minimum of 225 hours with the Employer over a twelve (12) month period. The twelve month period is from January 1, each year commencing January 1, 2020. For new employees hired after January 1, the 225 hours will be pro-rated for the year. Where the Employer implements a minimum hours requirement, casual employees who are not offered 225 hours over a twelve (12) month period are not required to meet the minimum standard. Where a casual employee is on more than one casual list the 225 hours is an aggregate amount from all lists.

Six months through the 12 month period, a casual employee who has worked fewer than 225 hours will be notified in writing of the number of casual hours worked. The HEU staff representative will be provided a copy of the notification within seven days.

Except where the employee can demonstrate bona fide reason(s), the casual employee shall be removed from the casual list if they fail to work 225 hours in a calendar year and their employment will be terminated.

For the purpose of this article, "bona fide" reasons include grounds under *Human Rights Code*. Further, employees may apply for periods of unavailability for other reasons and the Employer will not unreasonably deny such applications.

(j) (1) 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.

(2) 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.

(3) Within two weeks of each adjustment date the Employer shall send to the Union a revised copy of the casual seniority list.

(k) (1) Except for regular employees who transfer to casual status under Section (o), casual employees shall serve a probationary period of four-hundred-and-eighty (480) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.

(2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 12 of the Collective Agreement.

(3) 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.

(l) For purposes of relating the seniority of a casual employee to that of regular full-time employees, the seniority date or initial date of hiring of such employee shall be calculated by:

(1) Dividing her/his number of seniority hours by a factor of 7.5 which shall be deemed to be the number of days worked; and then
(2) Taking the number of days worked derived under subsection (1) herein multiplied by a factor of one-point-four (1.4) rounded off to the nearest whole number which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.

(m) Casual employees shall receive eight percent (8%) of their straight-time pay in lieu of scheduled vacations and statutory holidays.

(n) (1) Upon completion of one-hundred-and-eighty (180) hours of work, casual employees shall be given the option to enroll in the following plans provided they pay the full cost of the plan premiums:

a) Medical services plan;
b) Dental plan;
c) 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.

(2) 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.

(o) 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 converted to hours.

(p) Regular part-time employees may register for casual work under this Addendum except that Sections (k), (l), (m) and (n) shall not apply. 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 her/his 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.

Sick leave credits accumulated under the provisions of the Addendum - Part-Time Employees may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.

(q) Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

(r) All casual employees shall be required to submit a calendar of availability for the forthcoming month. This calendar is to be submitted no later than fifteen (15) days prior to the commencement of the month. Casual employees failing to provide the required availability form may not be called in for casual work.

ARTICLE 62 - EXTENDED WORK HOURS

This article is intended to clarify the current practice with respect to extended hours of work.

Schedules:
The Employer may create mutually agreed to schedules that include extended hour shifts.

The extended shifts will be exclusive of meal breaks.

Base Day for Vacation and Statutory Holidays etc.
The base day for accruals and entitlements is 7.5 hours. Employees working extended hour shifts will have the same equivalent time off but converted to hours (e.g. 10 paid vacation days x 7.5 hours = 75 hours of vacation). Paid leaves shall be taken and paid based on the length of the employee's shift, with the exception that the paid day off for statutory holidays will be 7.5 hours.

Rest and Meal Periods:
Employees working 10 or 12 hour extended shifts shall have three rest breaks and two meal breaks. The length of the rest and meal periods shall be a specified in the Collective Agreement.

Overtime:
Overtime will be paid to employees working in excess of the normal work schedule of a regular full-time employee.

ARTICLE 63 - ELECTRONIC CASUAL CALL OUT

63.01 Electronic Casual Call Out (including 15.01 (c) calls)

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

Terms and Conditions for Employees

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

(a) The Employer shall maintain a casual registry pursuant to the terms of the Collective Agreement. At the Employer's discretion and the employee's option, they may also submit a text number or email and indicate their preference (text, email or phone) of how they wish to be contacted for relief work.

(b) The Employer shall commence by calling/contacting the most senior qualified employee or by electronically contacting a group of employees in the registry. Those employees working at the time the shift is called out will be contacted by unit/department phone in person. For those employees choosing to be contacted by phone, the terms of the Collective Agreement will continue to apply.

(c) When a casual employee has indicated a preference for email or text, the Employer may contact those employees by text message or email instead of by phone. Employees without email or text options registered, shall be called as per (b) above at the phone number provided. Where email is used, group messages shall be blind copied to protect the privacy of the employee's personal email address or cell phone numbers. Where the Employer uses group texting it shall be done through a reputable service provider and not through personal cell phones for outgoing text messages from the Employer.

(d) Casual employees contacted via electronic call out shall have 30 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.

(e) Where a block of shifts remains unfilled after exhausting the registry, the block may be broken up and the casual employees shall be called/contacted again in order of seniority.

(f) All calls as per the above shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work, or fails to answer the telephone or if a message was left, and the signature of the person who made the call. All emails and text messages shall also be retained/recorded as part of the call log book. In the event of a dispute, the Union shall have reasonable access to the log book (including emails and texts) and shall be entitled to make copies.

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

(h) All electronic communications regarding relief work shall include the following in the message:
   i) Time of the electronic call out.
   ii) Details of relief work being offered, including date, location and shift times; and
   iii) Any electronic or voicemail messages left pursuant to this MOU shall not include any information that could result in a breach of privacy (e.g. Lucy is sick).

ARTICLE 64 - STAFFING GUIDELINES

This article is intended as a guide to assist the parties with the interpretation and application of various Collective Agreement provisions with respect to staff scheduling.

Guidelines & General Information for HEU Staff Scheduling:

Requests:
The Department Manager/Designate must authorize all requests for time off (vacation, LOA, special leave, etc.). The staffing clerks will accept and proceed ONLY with requests that have been

signed/authorized by the Department Manager/Designate.

Definition of a "Temporary Vacancy" (or block of work):
A "vacancy" is any shift or set of shifts, which has duration of less than 30 days.

- Unplanned/Unanticipated Vacancy = 0-2 days' notice.
- Planned/Anticipated Vacancy = More than 2 days' notice.

Cancelled Temporary Vacancies:

- It is understood that a casual vacancy may be canceled by either the employee or the Employer only for bona fide reasons (e.g. illness, death in the family, workload, return of incumbent, etc.). A casual vacancy, once accepted, cannot be cancelled in order to work for another Employer.
- If it is necessary for a casual employee to cancel a shift(s), the employee must provide updated availability based on the reasons for the cancellation. If the cancellation is not bona fide, the employee will be deemed as unavailable for all dates she/he has cancelled.
- If it is necessary for an employee to cancel one or more shifts in a block of work prior to commencing the block/vacancy, for other than bona fide reasons (e.g. illness, death in the family, Domestic Emergency, etc.), she/he shall relinquish the entire block and adjust her/his availability according to the dates/times that she/he is now unavailable for work.
- If it is necessary for the Employer to cancel a shift, the employee loses the shift and becomes available for work again. The employee who loses the shift does not bump employees with less seniority who have been booked for shifts on the same date(s). If the employee being cancelled is a "regular" employee and has accessed the work via Section (p) of the Casual Addendum or Article 15.01C, she/he shall revert back to her/his own line.

Shift Swaps:
Requests for Shift Swaps must be put in writing and approved by

the Department Manager/Designate.

A shift swap/exchange is a mutual agreement between 2 employees to work one another's shifts. Shift swaps are not for the purpose of creating superior or customized work schedules. Employees scheduled to work a shift as a result of shift swap are not entitled to a "leave" such as vacation or LOA from the shift.

Considering Shift Swaps in a Work Schedule When Awarding Work via 15.01c or the Casual Addendum:
Shift swaps that result in a DAY OFF in an employees work schedule: will be considered a "schedule conflict" in the same manner as leave requests such as Vacation or LOA. The employee will NOT be called for work which conflicts with a day off as a result of a shift swap. The resulting day off WILL be counted as a "shift" in the rolling 8/maximum 44 hours.

Shift swaps that result in a WORKED DAY in an employee schedule: will NOT be counted in the rolling 8 or maximum 44 hour guideline. It will be considered in the same manner as an Overtime Shift and counted as a day off in the work schedule.

Accepting Work resulting in a reduction of hours Via Article 15.01(c), Section 16 of the Casual Addendum or Shift Swaps:
Regular employees accepting vacancies or swapping shifts resulting in a reduction in hours do so voluntarily and the difference in the hours will not be coded as LOA. Regular employees will accrue sick, vacation, & seniority and contributory dates will be calculated on ACTUAL hours worked.

Schedule Conflicts:
When offering blocks of work via 15.01(c) or the Casual Addendum. Employees whose schedule has a leave request or a shift swap in a time frame that conflicts with the vacancy being offered will be deemed as unavailable due to a schedule conflict.

EXCEPTIONS:

- Union Business Leave – Employer Paid or Union Paid Union Business Leaves are NOT considered a schedule conflict.
- Orientation shifts are NOT considered a schedule conflict.

Employees who have Union business leave or are scheduled to attend orientation will be considered for vacancies that conflict with leave dates. The Union business or orientation dates of the vacancy will be backfilled.

Seniority Lists:

Seniority lists will be updated quarterly using the information from the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1.

Primary & Alternate Employee Phone Numbers:

Each employee shall provide the Employer with a Primary phone number. The primary number may be a home phone number, a cellular phone number, a pager number, etc. It should be the number that you are most likely to be reached at the majority of the time. Employees will always be called at the primary phone number. The employee may provide alternate numbers. Alternate numbers may be accessed at the Employer's discretion.

Scheduling at Overtime Rates:

The Employer may call employees for overtime at its discretion in a manner deemed to be most efficient. Consideration will be given to cost effectiveness as well as fair/equitable distribution. There is no requirement to offer overtime in seniority order. Generally, consideration will be given to employees in the following order:

(a) Employees who are currently in regular or temporary positions of the applicable unit/department.
(b) Employees who are registered in the relief pool of the applicable unit/department via 15.01(c) or the Casual

Addendum.

(c) Employees from other units/departments who are qualified and oriented. Employees who do not want to work overtime hours will notify Staffing in writing and will have it so noted on their employee file to prevent overtime calls.

Extended Hours of Work (in excess of 7.5 hours per day):
When scheduling staff who work extended shifts or a combination of extended shifts and shifts of 7.5 hours in length or less, an equivalency of hours will be calculated to a maximum of 44 paid hours. A combination of the Rolling 8 Rule and the maximum 44 paid hours will ensure that employees have 2 consecutive days off in every 8 day period and that employees will not be scheduled in excess of 44 consecutive hours. Anytime that an employee is scheduled for a consecutive tour of extended shifts or a combination of extended, regular &/or less than regular hours of work which reach 44 hours, the employee is required to have 2 days off prior to and after the tour of shifts.

Rolling 8 Rule:
When scheduling staff who are working regular daily full shift hours or less, the rolling 8 rule will apply. In every 8 day period, the employee must be scheduled for 2 consecutive days off (Employees must be scheduled "off" for a minimum of 114 days per year).

The counting of shifts for the rolling rule RESTARTS following any break of 2 or more consecutive days in the schedule. The first shift worked following the break will be counted as day 1 in the 8 day count.

Employees in TEMPORARY Posted Positions:
The employee STATUS does NOT change.

Part-Time employee in Temporary Full-Time Posted Position:

- Remains at PART-TIME STATUS.
- Will be called for worked via Article 15.01(c).

- Will be called for work via Section (p) of the Casual Addendum.
- Will NOT be called for work in ADDITION to the Temporary Full-Time work schedule – considered to be working Full-Time hours for the duration of the temporary posting and any ADDITIONAL hours of work would be at overtime rates of pay.

Full-Time employee in Temporary Part-Time Posted Position:

- Remains at FULL-TIME STATUS.
- Will be called for worked via Article 15.01(c).
- Will NOT be called for work via the Casual Addendum – registration for work via the Casual Addendum is limited to Casual and Part-Time employees.

Casual employee in Temporary Full-Time Posted Position:

- Remains at CASUAL STATUS.
- Will NOT be called for worked via Article 15.01(c) – registration for work via 15.01(c) is limited to Full-Time and Part-Time employees.
- Will NOT be called for work in ADDITION to the Temporary Full-Time work schedule – considered to be working Full-Time hours for the duration of the temporary posting and any ADDITIONAL hours of work would be at overtime rates of pay.

Casual employee in Temporary Part-Time Posted Position:

- Remains at CASUAL STATUS.
- Will be called for work via the Casual Addendum EXCEPT Section (p) – registration for work via Section (p) of the Casual Addendum is limited to Part-Time employees.
- Will NOT be called for worked via Article 15.01(c) – registration for work via 15.01(c) is limited to Full-Time and Part-Time employees.

Casual Registration:

The application to register for casual work will be in compliance with the Collective Agreement and managers retain the right to accept additional registrants based on their needs to increase their casual pool, and employee qualifications. Applications which

are denied will be held in abeyance by the manager for consideration at such time that the applicable department requires an increase in their relief pool.

Contacting Relief Staff at the Workplace:
To ensure the process is compliant with the collective agreement, does not give an unfair advantage to those at the workplace over those who are not at the workplace and does not impede the call-out processes:

Employees will provide a "primary number" they wish to be reached at the workplace if it is other than the unit/department phone number. In the event that a call to the provided number results in "No Answer", the caller will attempt an alternate contact number such as cell phone OR pager OR overhead page OR unit/department phone number.

In the event that a call to a unit/department phone number results in No Answer, Busy Signal, Message Left or Answering Machine, the caller will attempt an alternate contact number such as cell phone OR pager OR overhead page.

The caller will record the calls made on the Telephone Call Log and proceed with the next call – the caller does NOT stop the call process. If an employee returns the call before the work has been awarded, she/he has the option of accepting/declining the work at that time.

Upon exhausting the calls to all employees on the relief roster AND if there are outstanding vacancies, the caller will return to the top of the call list and in seniority order, will retry calls to those that were recorded as "no answer or busy signal".

Article 15.01(c):
(a) Regular Employees must make application to this Article using the HEU 15.01(c) Registration Application Form. All applications must be approved by the department

Manager/Designate.

(b) All "Regular" employees will be entitled to make such application and will be considered as "registered" 2 weeks following the date of the Manager/Designates approval.

(c) The Employer will access the Registered 15.01(c) List for vacancies which:

i) Have (0-2) calendar days' notice:
- If time & resources are available to process the complete task via 15.01 (inclusive of required backfill) without creating overtime or undue workload, the caller will offer the vacancy to the registered 15.01(c) list.
- If it is deemed to be unreasonable or not practicable, the caller MAY offer the first 2 calendar days of the vacancy to the Master Casual List. In such cases, from the 3rd calendar day to the end of the same vacancy will be offered to registered 15.01(c) list. The first 2 calendar days of the vacancy will be treated as a block of work and the remainder of the vacancy will be treated as a separate block of work.

ii) Have 3 or more calendar days' notice.

iii) Are reasonable and practicable – will not incur additional cost to the Employer and backfill must be available.

(d) The employee must be qualified for the position they are making such application.

(e) The employee may be registered in multiple departments/areas.

(f) Employees trained for a new classification may request registration in this classification upon completion of training.

(g) The 15.01(c) Regular Employees shall be offered work in the order of seniority provided that she/he is registered and qualified for the work.

(h) The registered 15.01(c) applicant must drop all conflicting shifts, including days off prior to and after the block of available work from the first schedule conflict through to the end of the vacancy. All shifts dropped from the 15.01(c) applicant's regular schedule must be consecutive.

(i) Blocks of work will not be split. If there are no registered 15.01(c) employees available for the block of work, the caller will proceed to the Master Casual List. If no casual employee is available for the whole block, such block can then be split and awarded in seniority order to the Master Casual List.

(j) Should an employee assigned to work a block of work under Article 15.01(c) become entitled to leave for reasons such as sickness, bereavement, union business, compassionate, such employee will not be displaced from the assigned block of work. The backfill for such vacancies shall be offered in seniority order to the Master Casual List.

(k) Backfill for the vacancy created as a result of regular employee accepting a block of work under 15.01(c) shall be offered in seniority order to the Master Casual List.

(l) Article 15.01(c) work does not require the Employer to pay overtime; 15.01(c) regular employees may have their work schedules, which are affected by their 15.01(c) application changed without fourteen (14) calendar days' notice without incurring overtime as provided in Article 20, but must have 114 days off (including statutory holidays) scheduled per year as required in Article 21 of the Collective Agreement.

(m) The Master 15.01(c) list shall be revised and updated every three months consistent with the Casual Addendum.

ARTICLE 65 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

65.02 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.

65.03 Wage Schedule

The pay rates (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement, from April 1, 2023 to March 31, 2026.

65.04 General Wage Increases

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

The parties further agree that should the levelled up wage rates be terminated by the government prior to the Collective Agreement expiring, the parties will meet within sixty days to discuss wage rates.

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

WAGE SCHEDULE

Classification	Steps	Current Rate
ALW / RCA / Rec Aide	Start	$21.12
	1,950 hours	$21.66
	3,900 hours	$23.27
	5,850 hours	$24.30
Dietary Aide / Housekeeping	Start	$17.04
	1,950 hours	$18.06
	3,900 hours	$19.31
Housekeeping Supervisor	Start	$19.01
	1,950 hours	$20.69
	3,900 hours	$22.03
Cook	Start	$18.36
	1,950 hours	$19.38
	3,900 hours	$20.69
Registered Nurse	Start	$33.47
	1,950 hours	$37.24
	3,900 hours	$40.24
	5,850 hours	$42.63
Licensed Practical Nurse	Start	$26.41
	1,950 hours	$27.39
	3,900 hours	$28.65
	5,850 hours	$29.99
Recreation Program Coordinator	Start	$22.25
	1,950 hours	$23.51
	3,900 hours	$24.81
	5,850 hours	$26.08
Physical Therapist	Start	$37.92
	1,950 hours	$39.20
	3,900 hours	$40.52

Classification	Steps	Current Rate
Dietician	Start	$37.20
	1,950 hours	$38.48
	3,900 hours	$39.75
Admin Assistant	Start	$22.25
	1,950 hours	$23.51
	3,900 hours	$24.81
	5,850 hours	$26.10
Resident Advisor / Bus Driver	Start	$17.98
	1,950 hours	$18.95
	3,900 hours	$20.23
Maintenance	Start	$24.62
	1,950 hours	$25.82
	3,900 hours	$27.12
	5,850 hours	$28.40
Maintenance Assistant	Start	$18.36
	1,950 hours	$18.99
	3,900 hours	$19.64
Rehab Aide	Start	$23.78
	1,950 hours	$25.56
	3,900 hours	$26.70

MEMORANDUM OF AGREEMENT #1

BETWEEN

GOLDEN LIFE MANAGEMENT CORP.

AND

HOSPITAL EMPLOYEES' UNION

Re: Site Specific Issues

The Employer and Union agree to continue the current practice of operating the following site specific language issues:

(a) Site specific shop stewards and Union Committees for the purposes of Articles 2.05, 7.02 and 52.01.

(b) Site specific job postings for the filling of vacant or new positions pursuant to Article 15. Should vacant or new positions be unfilled in this manner then such positions shall be offered to other HEU employees of Golden Life Management in accordance with Article 15. HEU employees filling permanent vacancies or new positions in this manner will transfer to the new site with all seniority and perquisites accumulated at the time of the transfer, and all seniority and perquisites accumulated at their home site will be extinguished. Casuals working more than one site will have to designate a home site when transferring to a new or vacant position.

(c) Site specific Bumping pursuant to Article 18.03. Employees shall not have the right to bump or exercise seniority rights at any site other than their home site in the event of a reduction in the work force at their home site.

(d) Site specific Shift Exchange pursuant to Article 20.01(d). Employees shall not be allowed to exchange shifts with employees at any site other than their home site.

(e) The Addendum – Casual Employees shall operate as a site specific casual registry for calling out employees to perform casual work as specific in the Addendum.

SIGNED ON BEHALF OF THE UNION:

Noel Gulbransen
HEU Negotiator

November 4, 2024
Date Signed

SIGNED ON BEHALF OF THE EMPLOYER:

Peter Kafka
Chief Spokesperson

January 10/2025
Date Signed

MEMORANDUM OF AGREEMENT #2

BETWEEN

GOLDEN LIFE MANAGEMENT CORP.
(the "Parties")

AND

HOSPITAL EMPLOYEES' UNION

Re: Amending the placement of new Christmas Day Statutory Holiday Pay Language from Article 22 (Overtime) to Article 29 (Statutory Holidays) in the new Collective Agreement terminating effective March 31, 2023

The Employer and Union met on January 14, 2021, by way of Zoom video conference, to discuss the matters captured in this Memorandum of Agreement (MOA). The Parties agree as follows:

1. The new language under item No. 9, agreed to by the Parties by way of the Tentative Settlement Agreement executed by the parties on October 24, 2019, was inadvertently placed in Article 22.03 of the Collective Agreement expiring March 31, 2023. For clarity, the new language under item No. 9 from the Tentative Settlement Agreement (Ratified) is as follows:

   Effective April 1, 2020, employees who are required to work Christmas Day shall be paid at two times (2X) their regular hourly rate.

2. The Parties agree that the abovementioned language should have been placed in Article 29 – Statutory Holidays.

3. The Parties agree that the Collective Agreement will be amended upon renewal after March 31, 2023 to reflect this housekeeping matter.

SIGNED ON BEHALF OF -

THE UNION:	**THE EMPLOYER:**
Sheryl Rankin	
Sheryl Rankin	Mark Brennan
January 15, 2021	January 15, 2021
Date Signed	**Date Signed**

APPENDIX 1

"WITHOUT PREJUDICE"

BETWEEN

GOLDEN LIFE MANAGEMENT CORP.

AND

HOSPITAL EMPLOYEES' UNION

Re: Job Share Process Agreement – HEU

All requests for job shares are employee initiated, and approved at the Managers discretion.

A regular full-time employee wishes to job share.

- The Employee makes the request to her/his Manager.
- The Manager confirms with the Employee all details of a job share arrangement.

The following process is then applied:

1. The Manager will communicate to the regular full time and part-time employees that there is an opportunity for a job share. This process avoids the possibility of two employees making the arrangement on their own.

2. The employee requesting the job share will automatically be one of the employees sharing the position. A job share can only occur between two regular employees.

   A. The regular employees on site will be advised of the job share opportunity via an expression of interest posting.
   B. Said posting will be posted for seven days.

3. NOTIFICATION to Human Resources/Manager or designate will be made in writing if an employee requests a job share agreement, and the process outlined above will be initiated by the Manager.

4. AGREEMENTS for all job shares must be signed by the Manager, Human Resources Consultant, Union Chair or designate, Union Representative and employees involved.

5. SELECTION CRITERIA will be as per Article 14.01 of the Collective Agreement.

6. BUMPING – for the purposes of bumping the job shared position will be identified as two 0.50 FTE positions (or FTE as otherwise agreed to).

    A. Employees who have identified one of the 0.50 FTE positions as their bumping option will be notified that the position is part of a job share and will be advised that they have to assume the job share language if they exercise their bump into the position. A new agreement would be signed by the involved parties.

7. FTE – typically a job share will appear as 2 x 0.50 positions.

    A. The fluctuation in FTE that is generally permitted with a job share is 0.60 and 0.40. Fluctuations beyond 0.60 and 0.40 will be considered on an individual basis, mutually agreed upon by the Employer and the Union.
    B. Incumbents to the job share will be treated as a part-time FTE employee for all benefit and pension purposes.

8. ROTATIONS – for the purpose of rotation, it is one position split into two lines.

    A. The division of the line includes statutory holidays, so the two employees would be sharing the 10 designated days off (As per HEU Collective Agreement there is no requirement to schedule lieu statutory holidays for part-

time unless they are working a Monday-Friday rotation with reduced hours each day).

9. TERMINATION OF AGREEMENT – If one of the job sharing partners decides to discontinue participating in the job share, she/he must give thirty (30) days' notice and she/he will then post into another regular position, revert to casual, or resign. The remaining employee shall be given first opportunity to assume the position on a full-time basis.

   A. Should the employee decline the position on a full-time basis and wish to continue to job share the position, then every effort will be made, over the period of thirty (30) days to find a job sharing partner satisfactory to all parties. If she/he does not wish a full-time position and no job share partner is found, she/he would post into another regular position (if one exists), revert to casual status or resign. The former job sharing position will be posted as a regular full-time in accordance with the Collective Agreement.
   B. In the event that the job share is discontinued by the Employer, thirty (30) days written notice will be provided. The most senior employee will be given first option to assume the full-time position. The other (least senior) partner will be displaced pursuant to the provisions of the Collective Agreement.

10. ACCESS TO 15.01(c) AND CASUAL ADDENDUM – Employees who enter into a job share agreement will have access to 15.01(c) / Casual Addendum consistent with the existing Collective Agreement language.

    A. Employees in a job share shall not be entitled to access work under Article 15.01(c) and the Addendum – Casual at times when they are otherwise regularly scheduled to work.

11. Temporary Relief – for this job shared position will be determined pursuant to the Collective Agreement.

12. RENEWAL/REVIEW of job share agreements will be done on an annual basis.

Example
RCA – 1.0 FTE Job Share – Chronological Order of Events:

(a) Partner A owns 1.0 FTE as an RCA – expressed interest in job share - 0.50 FTE.
(b) Manager meets with Chair HEU Local.
(c) Partner A meets with Chair HEU Local.
(d) Expression of interest posted for seven days to all regular employees on site.
(e) Regular employees interested, to submit expression in writing within the seven days.
(f) Meeting held with all interested parties. Discussions to include review of the above terms (position to be split 50-50 or 60-40) and proposed working schedule.
(g) If all interested parties still want to be considered Partner B selected utilizing seniority.
(h) Partner B selected.
(i) Job share commences.

SIGNED ON BEHALF OF THE UNION:

Noel Gulbransen
HEU Negotiator

November 4, 2024
Date Signed

SIGNED ON BEHALF OF THE EMPLOYER:

Peter Kafka
Chief Spokesperson

January 10/2025
Date Signed

APPENDIX 2

Benefit Comparison – Information

Plan details are not part of the collective agreement and are set out in the Plan Document.

Group Life	Current / Manulife	TRG Proposed (Great-West Life)
Amount of Coverage	1.5 x annual earnings to a maximum of $150,000	1.5 x annual earnings to a maximum of $150,000
Waiver of premium	Included	Included
Conversion Privilege	Provided	Provided
Benefit Reduction	50% at age 65	50% at age 65
Termination age	Age 70 or retirement, whichever is earlier	Age 70 or retirement, whichever is earlier

AD&D

Amount of Coverage	1.5x of annual earnings to a maximum of $150,000	See Separate Comparison
Waiver of premium	Included	
Benefit Reduction	50% at age 65	
Termination age	Age 70 or retirement, whichever is earlier	

Dependent Life

Coverage	Spouse: $5,000, each Child: $2,500	Spouse: $5,000, each Child: $2,500
Coverage ends	Employee's age 70 or earlier retirement	Employee's age 70 or earlier retirement
Waiver of premium	Included	Included

Optional Life Insurance

Coverage	N/A	In units of $10,000 to a maximum of $200,000 No family plan. Does not include Dependent Child
Coverage ends		Age 70
Waiver of premium		Included

Long Term Disability

Amount of Coverage	66.7% of monthly earnings to maximum of $5,000	66.7% of monthly earnings to maximum of $5,000
Non-Evidence Limit	4800	4800
Elimination period	120 days	120 days
Benefit period	5 years	5 years
Definition of Disability	2 year own occupation; any occupation thereafter	2 year own occupation; any occupation thereafter
Taxation	Taxable	Taxable
CPP Offset/All source maximum	Primary/85%	Primary/85%
Waiver of premium	Included	Included
Pre-existing conditions	For present employees already insured for 12 months – none; for employees added to the plan after its effective date, a pre-existing conditions limitation does apply; 3/12	For present employees already insured for 12 months – none; for employees added to the plan after its effective date, a pre-existing conditions limitation does apply; 3/12

Rehabilitative provision	Included	Included
Recurrent disability	Disabled within 6 months of the first disability and is the cause of the previous disability; will be considered continuation of the previous disability	Disabled within 6 months of the first disability and is the cause of the previous disability; will be considered continuation of the previous disability
Early Referral Services	N/A	Included

Extended Health

Drug Card	Yes	Yes
Deductible	Drugs: dispensing fee per prescription; All Other Expenses: Nil	Drugs: dispensing fee per prescription; All Other Expenses: Nil
Reimbursement	Drugs: 80%; All Other Expenses: 100% OOC Referral: 50%	Drugs: Two Tiered program (described separately); All Other Expenses: 100% OOC Referral: 50%
Maximum Benefit	Unlimited	Unlimited
Hospital Coverage	Semi-Private	Semi-Private
Home Nursing Care	$25,000 every 3 years	$25,000 every 3 years
Fertility Drugs	$15,000 lifetime maximum	$15,000 lifetime maximum
Hearing Aids	$500 every 5 years	$500 every 5 years

Orthopaedic Shoes	1 pair per calendar year to a maximum of $150 per calendar year	1 pair per calendar year to a maximum of $150 per calendar year

Orthotics	$500 per 3 calendar years	$500 per 3 calendar years

Paramedicals	$575 per person per calendar year for the following practitioners: Chiropractor, massage therapist, naturopath, podiatrist/chiropodist, physiotherapist, psychologist, speech therapist, acupuncturist, osteopath	$575 per person per calendar year for the following practitioners: Chiropractor, massage therapist, naturopath, podiatrist/chiropodist, physiotherapist, psychologist, speech therapist, acupuncturist, osteopath
Medical Service/Supplies	Covered	Covered
Ambulance	Covered	Covered
Emergency Services (OOP/OOC)	100%; Covered to a lifetime maximum of $5,000,000	100%; Covered to a lifetime maximum of $5,000,000
Referral (OOC)	50%; $3,000 every 3 years per insured person	50%; $3,000 every 3 years per insured person
Vision Care	Adults: $225 every 24 months (18 and older) Dependent Child: $225 every 12 months (under 18) Visual training: $200 per lifetime	Adults: $225 every 24 months (18 and older) Dependent Child: $225 every 12 months (under 18) Visual Training: $200 per lifetime
Eye Exams	One exam every two calendar years	One exam every two calendar years

Accidental Dental	Included	Included
Survivor benefit	24 months	24 months

Termination Age	Age 70 or retirement	Age 70 or retirement

Dental Care

Deductible	Nil	Nil
Coverage	80% Basic Services, 50% Major Restoratives, 50% Orthodontia (Dependent Child under age 19)	80% Basic Services, 50% Major Restoratives, 50% Orthodontia (Dependent Child under age 19)
Maximum Benefit	$1,650 Basic and Major Restorative Services combined. $1,500 lifetime maximum for Orthodontia.	$1,650 Basic and Major Restorative Services combined. $1,500 lifetime maximum for Orthodontia.
Recall	Once every 6 months	Once every 9 months
Scaling	16 units per calendar year	8 units per calendar year
Termination age	24 months	24 months
Fee Guide	Age 70 or earlier retirement	Age 70 or earlier retirement

IN WITNESS WHEREOF

Golden Life Management Corp. has hereunto executed this Agreement by its officers duly authorized in that behalf and in the Hospital Employees' Union has hereunto executive this Agreement by its officers duly authorized in that behalf.

SIGNED ON BEHALF OF THE UNION:

Bill Pegler
Coordinator of Private Sector & Special Projects

Noel Gulbransen
HEU Negotiator

November 4, 2024
Date Signed

SIGNED ON BEHALF OF THE EMPLOYER:

Celeste Mullin
Golden Life Management

Peter Kafka
Chief Spokesperson

Date Signed

Bargaining Committee Members:

Chelsea Pilote (Nov 8, 2024 17:28 MST)
Chelsea Pilote
Columbia Garden Village

Katrina Culig (Nov 8, 2024 17:28 MST)
Katrina Culig
Columbia Garden Village

Brenda Dunlop (Dec 5, 2024 14:10 MST)
Brenda Dunlop
Crest View Village

Justin Willingham (Nov 22, 2024 17:48 MST)
Justin Willingham
Crest View Village

Robyn Hilton (Nov 9, 2024 14:28 MST)

Robyn Hilton
Garden View Village

Julia Young (Nov 9, 2024 15:23 MST)

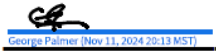
Julia Young
Garden View Village

Carly Kershaw (Nov 15, 2024 17:57 MST)

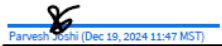
Carly Kershaw
Joseph Creek Village

Sheila Rinaldi (Nov 9, 2024 07:54 MST)

Sheila Rinaldi
Joseph Creek Village


George Palmer (Nov 11, 2024 20:13 MST)

George Palmer
Kootenay Street Village


Parvesh Joshi (Dec 19, 2024 11:47 MST)

Parvesh Joshi
Kootenay Street Village

Carol Johnston (Nov 9, 2024 00:19 MST)

Carol Johnston
Rocky Mountain Village

Valerie Sailer (Nov 15, 2024 19:53 PST)

Valerie Sailer
Rocky Mountain Village

Jenell Greenwood (Nov 8, 2024 16:27 PST)

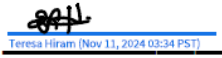
Jenell Greenwood
Rose Wood Village

Sandra Zanet (Nov 15, 2024 17:34 PST)

Sandra Zanet
Rose Wood Village

Arish Pritchard (Nov 13, 2024 22:07 PST)

Arish Pritchard
Silver Kettle Village


Teresa Hiram (Nov 11, 2024 03:34 PST)

Teresa Hiram
Silver Kettle Village