

**AYRE
MANOR**

**2017-
2020**

COLLECTIVE AGREEMENT

BETWEEN

SOOKE ELDERLY CITIZENS' HOUSING SOCIETY
(operating as Ayre Manor)

AND

THE BRITISH COLUMBIA NURSES' UNION

July 1, 2017 – June 30, 2020

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ARTICLE 1 – PREAMBLE AND DEFINITIONS

1.01 Preamble

- A) The Union and the Employer agree to abide by the terms and conditions set out in this Collective Agreement.
- B) Wherever the feminine is used in this Agreement, the same shall be construed as meaning the masculine, unless otherwise specifically stated.
- C) For the purpose of calculating benefits the base day will be seven point five (7.5) hours.

1.02 Definitions

CALENDAR DAY means a twenty-four (24) hour period ending at midnight.

CALENDAR YEAR means a period of twelve (12) consecutive months commencing on the first day of January.

CERTIFICATION means the certification awarded by the Labour Relations Board of British Columbia to the BC Nurses' Union on July 15, 2014.

DAY SHIFT means a shift in which the major portion occurs between 0700 and 1500 hours.

EMPLOYEE means any person who is covered by the certification awarded by the Labour Relations Board of British Columbia (or any succeeding Acts), working at Ayre Manor - 6764 Ayre Road, Sooke, B.C.

EMPLOYER means Sooke Elderly Citizens Housing Society – operating Ayre Manor - 6764 Ayre Road, Sooke, B.C.

EVENING SHIFT means a shift in which the major portion occurs between 1500 and 2300 hours.

NIGHT SHIFT means a shift in which the major portion occurs between 2300 and 0700 hours.

SCHEDULED DAY OFF means any shift a regular full-time employee is not scheduled to work, other than a paid holiday.

SCHEDULED TIME OFF means any time a regular employee is not scheduled to report for work, other than an approved leave.

SHIFT means the normal consecutive work hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there shall normally be three (3) shifts, namely: day, evening and night shift.

SPOUSE means a legal marriage under the authority of a marriage certificate or a common-law relationship where two (2) people cohabitated as spousal partners for a period of not less than one (1) year.

STEWARD means an employee within the Employer's service elected or appointed by the Union or its members to represent the Union and its members.

UNION means the BC Nurses' Union.

UNION REPRESENTATIVE means a member of the staff of the Union or designated substitute.

WORKSITE means Ayre Manor Lodge.

YEAR means a period from any given date in one month to the immediately preceding date twelve (12) months later.

TOUR OF DUTY means one or more completed shifts.

ARTICLE 2 – PURPOSE OF AGREEMENT

The purpose of the agreement is:

- A) to maintain a harmonious and mutually beneficial relationship between the Employer and employees, and between the Union and the Employer; and
- B) to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement; and
- C) to provide quality health care for complex care residents of Ayre Manor Lodge; and
- D) to enhance care, cooperation, efficiency and safe nursing practice.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 General Rights

The management of the Employer's operations and the direction of the working forces, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

3.02 Employer Policies

Employees shall be governed by written policies adopted by the Employer as publicized on bulletin boards, or by general distribution, provided such policies are not in conflict with the provisions of this Agreement.

ARTICLE 4 – UNION RECOGNITION

4.01 Union Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has been certified.

4.02 Scope of Agreement

This Agreement applies to all employees of the Employer who are included within the bargaining unit for which the Union is the certified bargaining agent.

ARTICLE 5 – UNION SECURITY

5.01 Security

- A) Employees covered by the certification who are members of the Union, shall maintain their membership in good standing as a condition of employment.
- B) New employees who are covered by the certification shall become members of the Union, and

shall maintain membership in good standing in the Union as a condition of continuing employment.

5.02 Union Deductions

All employees who are covered by the certification with the Union shall, as a condition of continuing employment, authorize a deduction from their pay cheques of the amount of the dues, levies and assessments payable to the Union by a member of the Union. Deductions for levies and assessments shall be a percentage of wages, determined by the Union. The Employer shall provide a copy of the authorization form, which has been forwarded by the Union, to each new employee.

Upon receipt of written notice from the Union, the Employer shall terminate the services of any employee who does not authorize the deduction as above.

The Employer agrees to deduct the amount of Union dues, levies and assessments payable to the Union by an employee in the Union's bargaining unit.

The Union shall inform the Employer in writing of the amount to be deducted from each employee. The Union shall advise the Employer in writing sixty (60) calendar days in advance of any change in the amount to be deducted.

The Employer shall remit such dues, levies and assessments to the Union, wherever possible, within twenty-eight (28) calendar days but in no case later than forty-five (45) days from the date of deduction, together with a written statement containing the names of the employees from whom the deductions were made and the amount of each deduction.

The Employer shall supply each employee, without charge, a receipt for income tax purposes shown on the T4 slip in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

5.03 Contracting Out

The Employer agrees not to contract our work currently performed by its employees, in the bargaining unit, which would cause the lay-off of such employees.

ARTICLE 6 – UNION RIGHTS AND ACTIVITIES

6.01 Individual Agreement

The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

6.02 Employer's Business

Employees required by the Employer to attend meetings or to attend hearings or to sit on a board established by the Employer, shall continue to receive their salary for the time periods as required. All provisions of this Collective Agreement such as overtime, call-back, etc., shall apply for the time periods as required above. The Employer shall reimburse employees for all expenses including reasonable travel time incurred by the employees during these time periods.

6.03 Stewards

A) Recognition of Stewards

The Employer recognizes employees who are designated by the Union as stewards to act on behalf of the employees.

B) Notification of Change of Stewards

The Union shall supply the Employer with a list of the names of the stewards and shall advise the Employer of changes to that list, such changes to be made in writing.

C) Duties and Responsibilities

The duties of stewards include but are not limited to the following:

- (1) investigating complaints of an urgent matter; and
- (2) investigating grievances; and
- (3) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure; and
- (4) supervising ballot boxes and other related functions during ratification votes; and
- (5) attending meetings called by management; and
- (6) accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated; and
- (7) meeting with new employees as a group during the orientation program; and
- (8) acting as appointees to the Union/Management Committee.

D) Conditions Governing Stewards

Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform the above duties when they:

- (1) have received prior consent from their supervisor and subject to operational requirements before leaving their work area (such consent shall not be unreasonably withheld), and
- (2) make every endeavour to complete their business in as short a time as possible, and
- (3) advise their supervisor when they have returned to the work area.

Stewards' activities shall not interrupt the normal operations of the worksite.

E) Stewards

Stewards who attend Union/Management and Professional Responsibility Committee meetings outside of scheduled work hours shall be paid at straight time rates for time spent at the meetings.

6.04 Union Representative Visits

The Union shall inform the Employer in advance whenever the designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting Union business. Such visits shall not interfere with the normal operations of the worksite.

Reasonable accommodation will be made to allow the President of the Union to have access to

union members to conduct union business.

6.05 Personnel File

A) Employee Access

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports. Upon request, employees shall be given copies of all such pertinent documents. The Employer further agrees that no personal files or documents on employees shall be kept outside of the personnel file, apart from payroll, health services related documents and benefit related information which will be contained in a separate file called the Employment Administration file.

B) Union Representative or Steward Access

A Union representative or steward shall, upon written authority of the employee, be entitled to read and review an employee's personnel file in order to facilitate the investigation of a grievance. Upon request, the Union representative or steward shall be given copies of all such pertinent documents.

C) Confidential Nature of Personnel File

All documents within an employee's personnel file are considered to be confidential and shall remain within the sole jurisdiction and purview of the Employer and employee unless otherwise stipulated in this Agreement.

6.06 Copies of the Collective Agreement

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer shall make available copies of the Collective Agreement in booklet form to all of its employees. The cost of printing shall be shared equally between the Union and the Employer.

The Union and the Employer shall agree on the size, font, logos and color of the Agreement and all other particulars prior to it being printed. Printing shall be completed as soon as possible after the signing of the Collective Agreement.

6.07 New Employees

At the time of hire, the Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment as set out in the Articles dealing with Union Recognition, Security, Rights and Activities. The Employer further agrees to provide new employees with copies of the Collective Agreement and the names of the steward(s).

A steward shall be advised of the date, time and place of orientation sessions for new employees in order that a steward shall be given a reasonable opportunity to talk to new employees. Stewards will be advised of the names of the new employees hired. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

6.08 List of New and Terminating Employees

At the end of each month, where there is an increase or decrease to the number of employees, the Employer shall provide the Union with a list of new and terminated employees specifying the status, position and wage classification level of each employee.

6.09 Bulletin Boards

The Employer shall provide adequate space on bulletin boards for the exclusive use of the Union for the purpose of posting Union business. The size and sites of the bulletin boards shall be determined

by mutual agreement between the Employer and the Union.

ARTICLE 7 – STRIKES OR LOCK-OUTS

During the term of this Collective Agreement the Union agrees that there shall be no strike and the Employer agrees that there shall be no lock-out.

Subject to any Labour Relations Board (or any succeeding body) directives, if an employee employed under the terms of this Collective Agreement refuses in good conscience to cross a legal picket line, the employee shall be considered to be absent without pay, and it shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 8 – UNION/MANAGEMENT COMMITTEE

8.01 Composition of the Committee

A Union/Management Committee shall be established to discuss matters of mutual concern including matters pertaining to the improvement of quality health care, services and safe nursing practice. The Committee shall have the power to make recommendations to the Union and to the Employer.

8.02 Quorum and Chair

The Employer and the Union shall each appoint two (2) representatives to the Committee. The Chair of the meeting will alternate between Union and Employer. A quorum shall be the four (4) committee members or alternates.

8.03 Meetings

Meetings will be held every two (2) months and pre-booked on a set schedule.

Postponement and/or cancellation of meetings are subject to mutual agreement between the representatives of the two parties (the Union and the Employer).

Additional meetings may be called by mutual agreement and will be scheduled as soon as practicable.

8.04 Special Circumstances

Where either party would like to include additional representatives at a meeting, to provide information and enhance the discussion on any matter, reasonable notice will be provided to the committee.

8.05 Scope of the Committee

The Committee shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion.

The Committee shall not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Discussion of Differences

If a difference arises between the Employer and an employee(s) or between the Employer and the Union concerning the interpretation, application, operation or any alleged violation of the Agreement (including the question of whether the matter is arbitrable), the parties will attempt to resolve these grievances through the following process, and the employee(s) will continue to work in accordance with the Agreement until the difference is resolved.

9.02 Employee Grievance

Step 1

The Employer and the Union agree that every effort shall be made to settle the dispute at the local level. The employee, with or without a Shop Steward (at the employee's option), shall first discuss the matter with the immediate supervisor within thirty (30) calendar days of the matter coming to the attention of the employee. The supervisor will reply in writing to the steward, Union and employee, as soon as practicable, and no later than three (3) working days after discussing the grievance.

If the grievance is not settled at this step the steward will be advised and notify the Union within seven (7) calendar days.

Step 2

Within fourteen (14) calendar days after the supervisor's reply is due, the grievance may be reduced to writing, signed by the employee and a shop steward and submitted to the designated manager. The Union and the Employer will meet to discuss the grievance within fourteen (14) working days of the grievance being presented. The designated manager shall reply in writing to the Union within three (3) working days.

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

Grievances submitted by the Employer or the Union shall be commenced at Step 2.

The meeting shall be scheduled to be held within the above timelines, except where the parties agree to a later date.

If the grievance is not settled at this step, either party may refer the grievance to arbitration.

9.03 Industry Troubleshooter

Where a difference arises between the parties relating 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 Agreement, Judi Korbin, Mark Brown, Christopher Sullivan or a substitute agreed to by the parties, shall at the request of either party:

- (1) Investigate the difference;
- (2) Define the issue in the difference; and
- (3) 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.

The above named Troubleshooters will be used on a rotating basis or by mutual agreement.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days either party may apply to the Registrar of Labour for the Province of BC to appoint such person.

Failing settlement at Troubleshooter the grievance may be referred to arbitration.

9.04 General Application Dispute

If a difference of a general nature arises between the Union or its members and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance pursuant to Article 9.02, Step 2.

9.05 Application of Arbitration Decisions

The arbitration award arising from a grievance filed under Article 9.02 or 9.04 is binding on the Employer, the employees of the Employer, and the Union.

9.06 Amending Time Limits

If the time limits in Articles 9.02, 9.03 and 9.07 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

9.07 Resolution of Employee Dismissal or Suspension Disputes

The following procedure shall be used for the resolution of disputes relating to the dismissal or suspension of an employee(s):

Step 1

Upon dismissal or suspension of an employee, the Employer shall, within ten (10) days, notify the Head Office of the Union.

Step 2

Within fourteen (14) calendar days of receipt of notice, the Union may institute the grievance procedure at Step 2 of Article 9.02.

9.08 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been discussed at Step 2 of the grievance procedure, the Employer or his representatives shall not initiate any discussion or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the steward or the Union.

ARTICLE 10 – ARBITRATION

10.01 Authority of the Arbitrator or Arbitration Board

- A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 (Grievance Procedure) to a Board of Arbitration or a single arbitrator as determined by (D) below. Such Board of Arbitration or arbitrator shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- B) Where an Arbitration Board is used, the Arbitration Board shall issue a decision and the decision of the majority of such Board shall be final and binding upon the parties.
- C) Where a single arbitrator is used, the arbitrator shall issue a decision which shall be final and binding upon the parties.

- D) A single arbitrator shall be used for all grievances unless the parties mutually agree to use an Arbitration Board.

10.02 Notification

- A) The party requesting arbitration shall notify the other party of its intent to arbitrate.
- B) It is understood that the Arbitrators shall be appointed on a rotation basis commencing with the first Arbitrator named in 10.04(K), or a substitute agreed to by the parties. If agreement is not reached, either party may request the Registrar of the Labour Relations Board to make the appointment.

10.03 Expenses of the Arbitration Board or Arbitrator

The expenses of the arbitrator shall be shared equally between the parties. Where nominees are used, each party shall be responsible for the expenses of its nominee.

10.04 Expedited Arbitration

- A) All grievances shall be considered suitable for expedited arbitration except grievances relating to:
 - (1) dismissals
 - (2) suspensions in excess of five (5) days
 - (3) grievances filed under Article 9.04 – General Application Dispute
 - (4) grievances where a party intends to raise a preliminary objection

By mutual agreement between the parties, a grievance falling into one of these categories may be placed into the expedited arbitration process.

- B) As the process is intended to be informal, the parties will use their own representatives to present their case.
- C) 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.
- D) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated in (E).
- E) The decision of the arbitrator is to be completed within three (3) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey the decision.
- F) 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.
- G) All settlements of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.
- H) The Union will forward a brief summary of its case identifying particulars and any reliance authorities to the Employer at least ten (10) work days in advance of the scheduled date of the expedited arbitration. The Employer will respond in kind within five (5) work days of receipt of the Union's summary.

- D) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- J) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.01.
- K) The following expedited arbitrators are appointed under the collective agreement: Judi Korbin, Christopher Sullivan and Mark Brown. At the expiry of the collective agreement, the parties agree to review this roster of arbitrators and may by mutual agreement, add or remove names from the roster.

10.05 Waiver of Time Limits

The time limits prescribed above may be extended by mutual agreement in writing between the Union and the Employer.

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

For the purpose of this Article “regularly scheduled” means any combination of shifts scheduled in advance and issued by the Employer (reference Article 22.03 – Posting of Work Schedules).

11.01 Employee Status

- A) Employees at the commencement of their employment and at all times shall be kept advised by their Employer into which employee status they belong.
- B) All employees shall receive a letter of appointment immediately following recruitment, stating their employment status, start date, classification, and wage.
- C) Employees will receive written confirmation when there is a change in their status.

D) Additional Qualifications

Employees will provide the Employer with documentation identifying any additional qualifications they have obtained. Such information shall be noted on the employee’s personnel file.

11.02 Restriction of Employee Status

The status of all employees covered by this Collective Agreement shall be defined under one of the three definitions found in Articles 11.03, 11.04, and 11.05. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9 – Grievance Procedure.

11.03 Regular Full-Time Employees

A) Definition

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 23.01 – Hours of Work.

B) Benefit Entitlement

Regular full-time employees are entitled to all benefits of this Agreement.

C) Seniority

Regular full-time employees accumulate seniority in accordance with Article 12.01(A) – Seniority – Definition.

11.04 Regular Part-Time Employees

A) Definition

Regular part-time employees are those who are regularly scheduled to work a minimum of fifteen (15) hours or equivalent per week but less than the full hours as provided in Article 23.01 – Hours of Work. Part-time regular employees may also register for the call in list after the casuals in order to increase their hours.

B) Benefit Entitlement

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees (reference Article 41 – Employee Benefits).

C) Seniority

Regular part-time employees accumulate seniority in accordance with Article 12.01(A) – Seniority – Definition.

11.05 Casual Employees

A) Definition

Casual employees may be employed to work full shifts or part shifts on a continuous or intermittent basis for temporary relief and workload.

B) Off Duty Rights

When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion.

Where a casual employee has not accepted such work for a period longer than three (3) months, the Employer and the Union shall meet with the employee to discuss the bona fides of the refusal and the continued employment of the employee.

Where the Employer receives no bona fide reason for the refusal of work and a further three (3) months has elapsed without any shifts worked by the employee, the casual employee will be deleted from the casual call-in list.

C) Letter of Appointment

- i) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their position(s) and wage level and if the employee is seeking regular employment it shall be noted. The letter shall include a mutually acceptable statement of the casual employee's days and shifts of availability for work of a casual nature, and notation of any specialist qualifications held by the employee.

Casual employees' preferences for specific shifts or areas of work will not be accommodated at the expense of regular employees' schedules or areas of work. Casual employees will be expected to work in any area they are assigned to or moved to during a shift unless they do not have the requisite skills or orientation required to practice in that area.

- ii) **General Availability**

The commitment to availability specified in the letter of appointment shall be subject to mutually acceptable revision. Such revision will occur once per year, or, if mutually agreed between the Employer and the employee, on a more frequent basis. The

Employer will issue a revised letter of appointment to reflect approved changes to employee's general availability.

iii) **Short-Term Availability**

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than thirty (30) days prior to the start of the month indicating shifts and days when they are not available. If the employee's monthly availability over a three (3) month period (excluding June, July, and August) is inconsistent with the availability specified in the employee's letter of appointment, the Employer and the Union with the employee shall meet to discuss the bona fides of the inconsistencies. During June, July, and August, the casual employee's monthly availability shall not be inconsistent with their letter of appointment, apart from approved vacation periods.

iv) **Orientation**

The Employer will provide casual employees with orientation to the facility.

D) **Call-In List**

The Employer shall maintain a master call-in list which shall include a list of all:

- i) casual employees in descending order of their seniority and their availability.
- ii) Part-time regular employees who have registered for the call in list in order of descending seniority, and their availability.

Seniority on the master casual register shall be updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 each year. The updated list shall be posted at the worksite.

E) **Procedure for Casual Call-In**

- i) The manner in which casual employees shall be called to work shall be as follows:
 - (1) The Employer shall first offer casual work as defined in Article 11.05(A) to casual employees in order of seniority, then available part-time employees in order of seniority, with the exception as set out in 11.05(E)(i)(4).
 - (2) Where the Employer has received twelve (12) hours or less notice of a vacancy creating relief work, the first shift of the vacancy may be filled as the Employer deems most efficient and any remaining shifts shall be filled by seniority as above.
 - (3) Where the shift pattern has not allowed for probationary casual employees to be properly assessed, the Employer may arrange for a maximum of three (3) shifts out of seniority order, with a supervisor or clinician, to conduct the assessment.
 - (4) Where a casual or part-time employee is called for a casual assignment which would attract overtime, they must so advise the Employer when asked. The Employer shall then have the option of calling another employee.
 - (5) Employees working a casual shift shall have a minimum of eight (8) consecutive hours off duty between the completion of one shift and the commencement of the next. Where the shift length is five (5) hours or less this clause is waived.
 - (6) Where the Employer is seeking casual employees for blocks of work which are known more than a month in advance, the Employer may post these blocks at the

worksite and invite casuals to indicate their preferences for the work available. Work assignments shall be made in accordance with seniority as per 11.05(E)(i)(1) above.

(7) Telephone Call-In

- (a) The Employer shall call a casual or part time regular employee only for those days and shifts for which the employee has indicated they are available.
 - (b) For purposes of the on call list, an employee is not available if they are already scheduled on the day(s) in question.
 - (c) The Employer shall telephone each employee on the call in list at the number provided by the employee.
 - (d) All calls shall be documented showing the signature of the person making the call, the date and time of the call and name of the person who is absent, the date(s) and hours of the shift(s) to be filled, the name of each person called to fill the position, the date the call was made, and whether the employee accepts or declines the work or fails to answer the phone.
- ii) In the event that relief is requested with less than twelve (12) hours' notice, the date and time of the notification shall be recorded in the log book.
 - iii) Definition of a block see Article 23.03 (Block of Work)
 - iv) In the event of a dispute the Union shall have access to the documentation and shall be entitled to have a copy.

Straight time casual work that has been offered and accepted cannot be cancelled by either the casual employee or the Employer without a bona fide reason (e.g. circumstances beyond the employer or employee's control).

- v) An arbitrator shall have the authority to award monetary damages in response to a violation of Article 11.05(E) by the Employer.

11.06

A) Wage Entitlement

Casual employees shall be paid in accordance with the wage schedule.

B) Benefit Entitlement

a) Grievance and Arbitration

Casual employees have access to the grievance and arbitration procedures (reference Article 9 (Grievance Procedure) and Article 10 – Arbitration).

b) Vacation Pay and Paid Holidays

Casual employees shall receive twelve point six (12.6%) of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays.

c) Other Benefits

Casual employees shall be paid any earned shift premium, overtime, on-call, call-back and call-back travel allowance pay, and premium pay for work on a paid holiday.

The provisions of Article 48 (Payment of Wages), Article 52 (Wage Schedule

Classifications), and Article 53 (Wage Schedule) apply to casual employees.

d) Benefits for Casual Employees in Temporary Appointments

Where a casual employee fills a position, posted or appointed, pursuant to Article 16.02 (Temporary Appointments) and occupies the position in excess of four (4) months, she will be entitled to the following benefits:

- i) ability to take vacation time off, provided that the casual employee notifies the Employer immediately upon acceptance of the appointment, indicating that the six point nine (6.9%) vacation benefit is not to be paid out on every payday but accrued instead;
- ii) upon commencement in the appointment, the employee shall be granted sick leave and be entitled to take such sick leave in accordance with Article 38.02 (Leave - Sick – Payment); and
- iii) After the casual employee has filled the position for a period of four (4) months, the casual employee shall be enrolled in the benefit plans outlined in Article 41 – Employee Benefits.

Access to these benefits shall cease when either:

- (1) The regular incumbent returns to the position; or
- (2) The casual employee is no longer working in the posted position.

Access to these benefits shall continue if the casual employee commences work in another temporary position with the Employer within seven (7) days from the end of the preceding temporary position.

C) Seniority

Seniority for casual employees is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1825) hours per year.

Casual employees shall be entitled to accumulate seniority in accordance with Article 12.01(B) – Seniority – Definition – Casual Employee.

Casual employees, while receiving Workers' Compensation benefits (wage loss replacement and rehabilitation benefits) will, upon return to work, be credited with seniority. This credit will be based on the number of hours worked as a casual employee during the twelve (12) month period preceding the date of illness or accident, calculated as follows:

- i) Determine the number of hours worked in the twelve (12) month period.
- ii) Divide by fifty-two point two (52.2) weeks.
- iii) Multiply by the number of weeks on approved Workers' Compensation benefits (wage loss replacement and rehabilitation benefits).

If the employee has held casual status for less than twelve (12) months preceding the date of illness or accident, then this shorter period will form the basis of the calculation.

D) Overtime Pay

A casual employee shall be entitled to overtime pay in accordance with Article 24.05 – Overtime Pay Calculation.

E) Probationary Period

Newly hired casual employees will be probationary during their first three (3) months of employment or four hundred and eighty-seven (487) hours worked, whichever is greater.

ARTICLE 12 – SENIORITY

12.01 Definition

A) Regular Employee

Seniority for a regular employee is defined as the length of the employee’s continuous employment (whether full-time or part-time) from the date of commencement of regular employment, plus any seniority accrued, while working as a casual employee of the Employer.

B) Casual Employee

Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1825) hours per year. A regular employee who terminates her employment and is rehired by the Employer as a casual employee within thirty (30) calendar days shall retain her seniority accrued as a regular employee.

A casual employee who is the successful applicant on a regular position is entitled to seniority credit in the regular position for the total number of hours worked as a casual up to a maximum of the annual full-time equivalent (1825) hours per year.

12.02 Seniority – Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

- a) while in receipt of Workers’ Compensation benefits (wage loss replacement and rehabilitation benefits);
- b) absence due to maternity leave as provided for in this Agreement;
- c) absence due to any paid leave for the period of the leave;
- d) absence due to the conduct of Union business;
- e) absence due to lay-offs, for the first twenty (20) work days; and
- f) absence due to a general unpaid leave of absence, for the first twenty (20) work days.

For time periods in excess of those expressed above, seniority shall be maintained but not accumulated.

12.03 Employment in Excluded Positions at Ayre Manor

A) An employee accepting a position of a continuous nature which is with the Employer but outside of her bargaining unit, shall retain her seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.

B) An employee temporarily substituting in an excluded position shall continue to accumulate her seniority.

12.04 Seniority Lists

A) On the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 of each calendar year, the Employer shall post master lists showing the seniority of all employees in the bargaining unit. The lists shall be posted on each Union bulletin board and a copy shall be forwarded to the Head Office of the Union.

The seniority list shall contain the following information:

- i) first name and last name;

- ii) job status and posted FTE (regular full-time, regular part-time, casual);
- iii) wage schedule classification;
- iv) seniority and start date;
- v) seniority hours;
- vi) job titles;
- vii) phone number
- viii) email address
- ix) mailing address

Phone numbers, email and mailing addresses will not be included on those lists posted at the worksite.

- B) Where such lists are produced in electronic format, the Employer will provide them to the Union in this format provided that it can be done so at no additional cost to the Employer.

12.05 Seniority Prior to July 1, 2014

All Seniority accrued while working at Ayre Manor, prior to July 1, 2014 will be recognized and added to seniority accrued at Ayre Manor going forward. Employees will be able to exercise their seniority rights for vacation selection, job selection, casual call, call in, job security during lay off, and articles where seniority is a deciding factor. This seniority is not for service purposes and will not be an added expense to the employer beyond the minimal administrative cost.

ARTICLE 13 – PROBATIONARY PERIOD

- A) All regular employees shall be probationary during their first three (3) months of employment. Upon the completion of this probationary period the employee shall be granted seniority dating from the first day of employment with the Employer.

The term “three (3) months” is defined as the period from any given date in one month to the immediately preceding date three (3) months later.

- B) By mutual written agreement between the Employer and the Union, the probationary period may be extended.
- C) During the probationary period the employee may be transferred or dismissed by the Employer if the Employer finds the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

ARTICLE 14 – TERMINATION OF EMPLOYMENT

14.01 Employee Termination

- A) Regular employees other than those serving a probationary period, shall give a minimum of twenty-eight (28) calendar days’ written notice of termination to the designated manager.
- B) The period of notice as set forth in (A) above must be for time scheduled to be worked. Inclusion of vacation in the twenty-eight (28) day period is subject to the approval of the designated manager and the availability of suitable relief coverage. Where vacation was previously approved it will be counted in the twenty-eight (28) day notice.

C) Waiver of Notice

The Employer may waive the written notice as set forth in Article 14.01 – Employee

Termination.

- D) An employee who fails to report for duty for two (2) consecutive scheduled shifts without notifying their designated manager will be considered to have abandoned their position unless they provide their designated manager with a reason acceptable to the Employer for their unexplained absence within seven (7) days.

14.02 Employer Terminations

The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination (reference Article 9.07 - Resolution of Employee Dismissal or Suspension Disputes).

ARTICLE 15 – EMPLOYEE EVALUATION

15.01 Evaluations

Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than annually thereafter.

15.02 Employee Rights

- A) When such a formal written evaluation is carried out the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation.
- B) An employee shall be entitled, upon reasonable notice, access to her personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports of performance evaluations. An employee shall be made aware of all such evaluations, censures, letters and reports and upon written request shall be provided with copies of the same.
- C) Any employee who disputes any censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personnel record with such amendments or deletions that may be requisite.

15.03 Records Removed

Upon request of the employee, all record of any disciplinary action taken by the Employer shall, with the exception of suspensions, be removed from the employee's file and destroyed eighteen (18) months after the date of incident. Record of suspensions will remain on file for a period of eighteen (18) months following the expiry of suspension.

The foregoing provisions apply provided that no further disciplinary action has occurred within the intervening period.

15.04 Letter of Expectation

Upon request of the employee, a letter of expectation shall be removed from the employee's file and destroyed thirty-six (36) months after the date of the letter. The foregoing provision applies provided that the behaviour or conduct that resulted in the letter of expectation being issued has not reoccurred in the intervening period.

ARTICLE 16 – VACANCY POSTINGS

16.01 Postings

- A) The Employer shall post notice of all vacancies, shift hours and rotation, the date of commencement, a summary of the job description and the required qualifications.
- B) The Employer agrees to post notices at least seven (7) calendar days in advance of selection.
- C) The Employer may implement electronic job postings and electronic employee applications for job postings; however, the Employer must also provide paper postings.

16.02 Temporary Appointments

- A) The Employer may make a temporary appointment to a position, without posting, for a period not to exceed thirty (30) days to cover a vacancy or leave of absence, unless the Union and the Employer mutually agree to extend this time limit.
- B) Where the vacancy or absence is expected to last longer than thirty (30) days, the employer will post the temporary appointment, including the start date and expected date of return of the incumbent, not to exceed twelve (12) months unless the Union and Employer mutually agree to extend this time limit.
- C) A regular employee who is assigned to, or on her own volition, fills a temporary appointment shall return to her former position without loss of seniority and accrued perquisites when the temporary appointment ends.
- D) In the event that an applicant for the posted position is not available to start the position within four (4) weeks of the commencement date of the temporary posting, the Employer shall not be required to consider such application.

16.03 Temporary Positions

- A) The Employer may create regular temporary positions for relief.
- B) The Employer may create regular temporary project positions (i.e. grant funded, capital projects, pilot projects, or term specific assignments).
- C) These positions will be posted and filled in accordance with Article 16.01- Postings. The posting will include the projected end date of the position. Employees in these positions will be given a minimum of ten (10) calendar days' notice of any change to the projected end date of the position. The position will not exceed twelve (12) months' duration. These positions are not renewable after the end date of the project, unless the Union and Employer agree to renew/ extend the time limits.
- D) A casual employee who bids into any vacancy pursuant to Article 16 (Vacancy Postings) will have her status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status.
- E) Employees will return to their previous status.

16.04 Posting of Successful Candidate

The name of the successful candidate shall be posted within seven (7) calendar days of making the appointment(s). Applicants wishing to be notified individually shall provide the Employer with a self-addressed envelope or an email address.

ARTICLE 17 – PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS

17.01 First Consideration

The Employer agrees that when a vacancy occurs or a new position is created at the worksite which is within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay-off, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, she shall be given, upon request, an explanation as to why her application was not accepted.

Where employees are applying for a vacancy in the same job and the same classification as they presently occupy, they shall be deemed qualified and competent and will not need to go through the interview process.

17.02 Filling Vacancies

In the filling of vacancies or new positions, appointments shall be made to the employee with the required qualifications, and level of competency and efficiency as required by the position specifications, and where such requirements are equal, seniority shall be the determining factor. The Employer will make all reasonable efforts to place the successful employee in the position within thirty (30) days of the posted start date.

17.03 Qualifying Period

If a regular employee is transferred to a position, then that employee shall be considered a qualifying employee in her new position for a period of sixty (60) calendar days.

If a regular employee is transferred to a position either within or outside the certification and is found to be unsatisfactory, she shall be returned to her previously held position.

If a regular employee is transferred to a position, either within or outside the certification, and finds the position to be unsatisfactory, she shall be returned to her previously held position.

17.04 Orientation and Training

The parties to the collective agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation in a manner it deems appropriate to employees new to the worksite to enable the employee to adjust. There shall be at least one (1) day for general orientation such as that identified below.

Orientation shall include:

- A) fire and disaster plan
- B) organizational structure
- C) relevant policies and procedures
- D) physical layout of the worksite and unit
- E) duties of the position

Employees hired as a Registered Nurse, Registered Psychiatric Nurse, Licensed Practical Nurse, Registered Care Aide, Recreation/ Activity Worker, Day Cook, Lead Cook, Prep Cook, or Support Worker will also be oriented through a buddy shift with an employee in the same classification who has completed probation and the qualifying period. Buddy shift will be a minimum of one (1) shift for each type of shift (day, evening, night) the new employee may be scheduled to work.

New employees may request additional orientation and the Employer will provide it, if required.

Employees required to attend such programs will be paid at the applicable rate of pay.

17.05 Returning to Formerly Held Position

A) From Outside of Bargaining Unit at Ayre Manor

The returning employee who was promoted outside of the certification shall return without loss of seniority and accrued benefits. These terms and conditions apply for a period of sixty (60) calendar days from the date she commences work in the new position.

B) From Within Bargaining Unit

A regular employee transferred within the certification and returning to her formerly held position shall do so without loss of seniority or accrued benefits.

C) Other Employees Affected

Any other employee who was impacted by 17.05(A) and (B) above shall be returned to her formerly held position under the same terms and conditions.

17.06 Temporary Assignment to a Lower Rated (Paid) Position

If an employee is temporarily assigned to a lower rated (paid) position, the employee shall incur no reduction to wages or benefits.

ARTICLE 18 – LAY-OFF & RECALL

These provisions shall be utilized to protect regular employees, wherever possible, from loss of employment, with the exception of employees who are dismissed for cause.

18.01 Displaced Employees

In the event of a reduction in the work force, regular employees shall be 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.

An employee who is unwilling to do the work shall be laid-off.

A) Notice to the Union

At the time notice of displacement is issued, a copy of the notice shall be sent to the Union steward.

B) Displaced Employees' Options

A meeting will be arranged between the displaced employee and his/her shop steward and Employer representative(s). The Employer will make available a list of current union vacancies, a current union seniority list (see Article 12.04 – Seniority Lists), and information regarding any other options that may be available at the time.

Displaced employees will notify the Employer in writing, no later than seven (7) calendar days from the date of the meeting in 18.01(B) above, of the position they have chosen under Article 18.01(B)(a) or Article 18.01(B)(b) or Article 18.01(B)(c)(iii).

Employees on a leave of absence for any reason may be served displacement notice and can elect to make their choice while on leave, or when they return to work. If they choose to make their choice when they return to work, their choice will be based on the vacancies and seniority lists current at that time.

Regular employees identified by the Employer as displaced due to a reduction in the work force shall have access to the following provisions at their worksite:

a) **Vacancies**

- i) In anticipation of the utilization of vacancies for displaced staff, the Employer may make temporary assignments to fill regular vacancies for two (2) months prior to the issuance of displacement notices.
- ii) Displaced employees shall have first consideration in the selection of vacant or new positions whether or not such vacancies have been posted. The selection of the vacant positions shall be in accordance with seniority, provided the employee has the capabilities and qualifications to perform the duties of the vacant position.

b) **Unfilled Vacancies**

Displaced employees shall have access to unfilled vacancies that have been previously posted and gone unfilled. The selection of the vacant positions shall be in accordance with seniority, provided the employee has the capabilities and qualifications to perform the duties of the vacant position.

c) **Bumping**

- i) Displaced employees can elect to bump to a position in line with seniority (subject to (c)(ii) below), provided the displaced employee has the capabilities and qualifications to perform the duties of the selected position.
- ii) Displaced employees will choose a position to bump into. They will bump to the position held by the junior employee with the designated FTE and shift pattern. Employees who are bumped will be served displacement notice and treated in accordance with the provisions of Article 18.01(B).
- iii) **Lay-off**
If a displaced employee finds there is no satisfactory position available to her, she will elect lay-off, request a leave of absence, or take a casual position.
- iv) **Access to Casual Work**
A laid-off employee may have access to casual work without affecting her status as a laid-off regular employee, providing she has the capabilities and qualifications to perform the duties of the position. Such an employee shall only be entitled to such benefits as are available to casual employees except as outlined in Article 18.03 – Benefits Continued.
- v) **Severance Allowance**
A laid-off employee shall be entitled to severance allowance.

C) **Displacement Processes**

- a) The Employer may elect to process all displacements, selection of vacancies and bumps as they occur, or delay the movement of individuals into positions selected until all subsequent postings/bumping placements are known.
- b) If an employee, who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, Union representatives and representatives of the Employer will meet to find a placement which maintains a reasonable level of accommodation for the disabled employee, or identify alternative

options for the senior employee.

- c) An employee selecting or bumping into a position under Article 18.01(B)(a), 18.01(B)(b) or 18.01(B)(c) shall be entitled to orientation as specified in Article 17.04 - Orientation and Training. If the employee is found to be unsatisfactory in the qualifying period (Article 17.03), she shall be entitled to one additional access to the provisions of Article 18.01(B). If found to be unsatisfactory a second time, she shall be laid off.
- d) A displaced employee filling a lower rated (paid) position under Article 18.01(B) (a), (b) or (c) shall continue to be paid at her current rate of pay until the rate of pay in the new position equals or exceeds it with the exception of displaced employees choosing to bump rather than accepting a vacancy within their own classification, which they are qualified and capable to perform. Such employees shall assume the rate of the position into which they bump.

18.02 Advance Notice

Regular employees who are laid-off by the Employer and who have been regularly employed by the Employer for the periods specified below shall receive notice or pay in lieu as follows:

A) Regular Employees

- a) After three (3) months service – seven (7) calendar days’ notice, or regular pay for one (1) week pay;
- b) After twelve (12) months of service – fourteen (14) calendar days’ notice, or regular pay for two (2) weeks’ pay;
- c) After three (3) years’ employment – twenty-one (21) calendar days’ notice, or regular pay for three (3) weeks, plus an additional seven (7) days’ notice, or regular pay of one (1) week’s pay, for each additional year of service to a maximum of eight (8) weeks.

B) Pay in lieu of notice is calculated by:

- a) totalling all the employee’s weekly wages, at the regular wage (including premiums), during the last eight (8) weeks in which the employee worked their schedule;
- b) dividing the total by eight (8); and
- c) multiplying the result by the number of weeks’ wages the Employer is liable to pay.

C) Significant Layoffs or Closure of Facility

Along with clause 18.02(A) in the event of a significant number of layoffs or closure of the facility the Employer shall also give regular employees eight (8) weeks’ written notice of layoff or normal pay for that period in lieu of notice.

D) Application

The period of displacement notice must be for the time scheduled to be worked and must not include accrued vacation.

18.03 Benefits Continued

A) Employees who are laid-off shall accrue benefits for twenty (20) work days.

B) For the first twenty (20) work days of lay-off as expressed in (A) above, the Employer shall continue to pay premiums and employees will continue to contribute their portion under the Medical Plan, Extended Health Care Plan, Dental Plan, and Group Life Insurance Plan.

18.04 Recall

- A) Should regular vacancies occur following lay-off, those employees on lay-off shall be recalled to these positions in order of seniority providing they have the capabilities and qualifications to perform the duties of the vacant position.

Laid-off employees may decline recall to one regular position without affecting their lay-off status.

- B) The Employer shall give seven (7) calendar days' notice of recall for work of an ongoing nature to the employee and such notice shall be by registered mail. The employee shall keep the Employer advised at all times of her current address.
- a) The first attempt at registered mail delivery shall be considered day one (1) of the seven (7) day notice period. Undeliverable or unaccepted registered mail after fourteen (14) days will constitute the employee abandoning their right to re-employment. Due to extenuating circumstances the employee may request the Employer to extend the time limit.
- b) Laid-off employees failing to report for work of a regular nature within seven (7) calendar days of the receipt of the written notice shall be considered to have abandoned their right to re-employment. Employees required to give notice to another Employer shall be deemed to be in compliance with this seven (7) calendar day provision by providing proof to the Employer that another Employer requires such notice.
- C) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.
- D) If no employee on lay-off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 16.01 – Postings. No new employee or casual employee shall be hired to fill regular positions until those laid-off have been given first option of recall.
- E) An employee recalled to a position shall be considered a qualifying employee pursuant to Article 17.04 (Orientation and Training) and shall be entitled to orientation as specified in Article 17.05 – Returning to Formerly Held Position.
- F) If the employee is found to be unsatisfactory in the qualifying period, she shall be returned to the recall list. Total time on the recall list shall not exceed one (1) year.

18.05 Recall Period

Post probationary employees who are laid-off beyond a one (1) year period of time shall be deemed to be terminated. Probationary employees who are laid-off beyond a three (3) month period of time shall be deemed to be terminated.

18.06 Leaves of Absence

Employees on leave of absence are not subject to lay-off until completion of such leave.

ARTICLE 19 – TECHNOLOGICAL CHANGE

19.01 Technological Policy

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change (automation or introduction of a significant new method of operation) which affects working conditions, wages or benefits.

19.02 Technological Displacement

A) Employee Notified

Employees affected by technological change shall be notified in writing at least twenty-eight (28) calendar days in advance of the implementation of such significant technological change.

B) Union Notified

The Employer shall notify the Union twenty-eight (28) calendar days before the introduction of any significant technological change which affects the rights of employees or their wages or working conditions.

- i) Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If, subsequent to this discussion, a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 10 – Arbitration.

19.03 Lay-Off Due to Technological Change

When it is necessary to reduce staff due to technological change, the lay-offs shall be done in accordance with the provisions of Article 18 – Lay-Off and Recall.

ARTICLE 20 – CREATION OF NEW POSITION

20.01 Employer Notice

If the Employer creates a new position, or changes the job content of a position, it shall give written notice to the Union classification department of the job classification/wage level it has assigned to that position, pursuant to Article 53 (Wage Schedule) and shall provide a copy of the new job description to the Union, pursuant to Article 21 – Job Descriptions.

20.02 Implementation

- A) If the Union objects to the Employer’s classification/wage level assignment, it must do so within ninety (90) calendar days of receipt of the notice. Unless written notice of objection thereto by the Union is given to the Employer within ninety (90) calendar days after such notice, such classification and wage rate shall be considered as agreed to.
- B) Failing resolution of the matter by negotiations, the matter may be referred by either party to arbitration under Article 10 – Arbitration.

ARTICLE 21 – JOB DESCRIPTIONS

The Employer shall prepare job descriptions for all jobs and classifications in the Bargaining Unit. Job descriptions should contain the job title, worksite, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties, qualifications and the date prepared. Such job descriptions shall be presented in writing to the Union and shall be considered established unless written notice of objection is given to the Employer within ninety (90) days of such notice. Employees shall have access to a copy of the current job descriptions.

ARTICLE 22 – WORK SCHEDULES

22.01 Master Work Schedule

The Employer shall develop a master work schedule of off-duty and on-duty days and shifts. Each regular employee shall be assigned to a place on the master work schedule. The Employer shall make every effort where possible and practicable not to change the place of an employee on a

master work schedule.

22.02 Determination of Work Schedules

Work schedules, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level.

22.03 Posting of Work Schedules

Work schedules shall be written in ink and posted and maintained in such a way as to provide every employee an opportunity to know her shift schedule for an advanced period of six (6) weeks.

22.04 Requirements of Work Schedules

- A) Work schedules may take the form of either two shift or single shift rotations except as requested by the employee in writing and agreed to by the Employer. This provision does not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work.
- B) Except by agreement between the Employer and the employee concerned, each regular employee shall receive two (2) clear off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing a tour of night duty.
- C) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.

22.05 Insufficient Notice

Should the Employer change the shift schedule and not give at least ten (10) calendar days' notice in advance to the affected employee of the change in the schedule, then the employee so affected shall be paid at the applicable overtime rate on the first day of the shift posting change (reference Article 35.03(F) – Changes in Schedule with Insufficient Notice).

22.06 Voluntary Shift Exchange

When operational requirements permit, employees may exchange shifts among themselves provided that:

- A) A written request for prior approval of such exchange is submitted to the employee's designated supervisor and approval is given in writing. Such approval shall not be unreasonably withheld; and
- B) An employee moving to the exchanged shift is entitled to all benefits of this Collective Agreement which would normally be afforded to an employee working that shift. The Employer shall not incur any additional costs except for the nominal costs associated with processing a shift change, over and above those expenses which would have resulted had the exchange not taken place.

22.07 Leave of Absence Refused

Notwithstanding any provision contained elsewhere in this Agreement, the Employer may refuse a leave of absence if less than eight (8) days' notice has been given.

22.08 Three Different Shifts Worked (Where operations are on a twenty-four (24) hour continuous basis)

- A) Regular full-time employees shall not be required to work three (3) different shifts in any seven (7) consecutive day period posted in their work schedules, unless operational circumstances require such arrangement or unless the arrangement is by request of the employee. Employees

scheduled to work three (3) different shifts for other than emergent circumstances shall be paid time and a half (1.5) for each day worked in the third shift change of the three (3) different shifts noted above, unless this arrangement is requested by the employee.

- B) On implementation of revised work schedules as outlined in 22.04(A) (Requirements of Work Schedules), regular employees shall not be required to work three (3) different shifts unless emergent circumstances require such arrangement. Employees who work three (3) different shifts as a result of emergent circumstances shall be paid the applicable overtime rate for each day worked in the third shift change of the three (3) different shifts noted above.

ARTICLE 23 – HOURS OF WORK, MEAL PERIODS, REST PERIODS

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

23.01 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-five (35) hours (four on - two off rotation) to thirty-seven point five (37.5) hours per week, seven point five (7.5) hours per day, or an equivalent mutually agreed by the parties.
- B) Employees who are required to be on-call during a meal period or who are required to remain in the facility shall have their meal period included within their scheduled shift; i.e., will be paid for their thirty (30) minute meal break.

23.02 Consecutive Hours of Work

The daily hours of work for each employee shall be consecutive.

23.03 Block of Work

A block of work is defined as the shifts between regular days off, or, if mutually agreed at a local level any combination of shifts.

23.04 Meal Periods

- A) A meal period of thirty (30) continuous minutes, away from the work place, shall be provided by the Employer.
- B) When an employee is designated expressly to be available for work during a meal period and:
 - a) the employee is scheduled to work a seven point five (7.5) hour shift and receives thirty (30) minutes for a meal period exclusive of the seven point five (7.5) hour shift, then the employee shall receive eight (8) hours pay at regular rates;
 - b) the employee is scheduled to work a seven point five (7.5) hour shift and does not receive thirty (30) minutes for a meal period exclusive of the seven point five (7.5) hour shift, then the employee shall receive seven point five (7.5) hours pay at regular straight time rates plus thirty (30) minutes pay at time and one-half (1.5) the regular rate;
 - c) in the event an employee in (a) above is recalled to duty during her meal period the provisions of (b) apply.
- C) Should an employee who has not been designated to be available for work during her meal period be recalled to duty during her meal period, the additional time off equal to the unused portion of the meal break shall be provided later in the shift. Should the additional continuous time off not be granted, then overtime rates of pay of time and one-half (1.5) the regular rate

shall prevail for the total of the meal period.

- D) The maximum overtime rates of pay for meal periods shall be time and one-half (1.5) irrespective of the rates expressed in Article 24 – Overtime.

23.05 Rest Periods

Employees working a full shift will receive one (1) rest period of fifteen (15) minutes in each half of the shift. Employees working less than a full shift, but a minimum of four (4) hours will receive one fifteen (15) minute rest period.

23.05 On-Call Time

Hours of work shall not include on-call time.

23.06 Standard/Daylight Savings Time Change

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 24 – OVERTIME

24.01 Definition

Overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 23.01 – Hours of Work.

24.02 Authorization

The Employer shall advise the employees of the names or the positions authorized to approve overtime, and shall advise each employee, upon request, of all overtime due to the employee.

24.03 Employee’s Right to Decline Overtime

A) General Rights

The Employer may request an employee to work a reasonable amount of overtime. Should the employee believe that the Employer is requesting the employee to work more than a reasonable amount of overtime, then the employee may decline to work the additional overtime, except in emergency conditions, without being subject to disciplinary action.

B) Double Shift and Work on a Scheduled Day Off

A regular full-time employee may be requested by the Employer to work on only one (1) of her scheduled days off per week, or to work a double shift. The decision to work the scheduled day off or the double shift remains with the employee.

24.04 Application

A record shall be kept of authorized overtime worked by each employee.

24.05 Overtime Pay Calculation

Overtime shall not be claimed or received for less than fifteen (15) minutes; it will be paid at straight time. If overtime amounts to fifteen (15) minutes or more, it shall be paid for the total period at overtime.

A) Overtime at the rate of the time and one-half (1.5x) shall be paid on the following basis:

- i) For the first four (4) hours in excess of the normal daily full shift hours;
- ii) For the first normal daily full shift hours in excess of the normal weekly full shift hours.

- B) Overtime at the rate of double time (2x) shall be paid on the following basis:
- i) For all hours in excess of those worked in (A)(i) above;
 - ii) For all hours in excess of those worked in (A)(ii) above;
 - iii) For all hours worked on a full-time employee's scheduled day off;
 - iv) For regular part-time employees, all hours worked on an additional shift(s) to their regular schedule resulting in the part-time employee working in excess of five (5) consecutive shifts in any eight (8) day period where the shift length is seven point five (7.5) hours.
- C) Overtime at the rate of one and one-half times (1.5x) the appropriate holiday rate shall be paid on the following basis:
- i) For all overtime hours worked on a paid holiday.

24.06 Overtime Meal Allowance

For each four (4) hours of overtime, an employee is entitled to a paid meal break of thirty (30) minutes as well as a meal allowance of twenty dollars (\$20) for each meal break so taken.

ARTICLE 25 – SHIFT PREMIUM

25.01 Application

An employee shall be paid a shift premium for every evening and night shift when one-half or more than one-half of the hours worked fall within the defined evening or night shift. In such cases the shift premium shall be paid for the total number of hours worked.

The shift premium shall apply to overtime hours worked during the evening or night shift.

25.02 Shift Premium

The evening shift premium shall be one dollar and twenty-five cents (\$1.25) per hour. The night shift premium shall be two dollars and fifty cents (\$2.50) per hour. Effective date of ratification, night shift premium increase to two dollars and sixty-five cents (\$2.65) per hour.

25.03 Weekend Premiums

An employee shall be paid a weekend premium of one dollar and twenty-five cents (\$1.25) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. The premium shall be in addition to night and evening premiums. Effective date of ratification, weekend premium increase to one dollar and thirty-five cents (\$1.35) per hour.

25.04 Responsibility Pay

An employee designated in charge when the manager is away or unavailable shall be paid an allowance of seventy cents (\$0.70) per hour.

ARTICLE 26 – ON-CALL, CALL-BACK AND CALL-IN

26.01 Definitions

- A) Call-back means the period during which an employee is scheduled off-duty and is either
- i) On-call and reports to duty at the Employer's requests, or
 - ii) On-call and takes a telephone call without attending the worksite, or
 - iii) Is not on-call and returns to duty at the Employer's request, after the completion of her shift.
- B) Call-in means the period of time that a regular part-time or casual employee reports for duty, at

the Employer's request, for unscheduled work.

- C) On-call means the time period specified by the Employer during which an off-duty employee is required to be available for work.

26.02 Application On-Call

Hours of work shall not include On-Call.

- i) On-call will only be assigned when no employee is available to cover the shift including offering the shift at over-time.
- ii) During the time an employee is receiving call-back pay, the on-call premium shall not apply.
- iii) Every effort shall be made to avoid placing an employee on-call on the evening prior to or during days off.

D) On-Call Premium

An employee on-call shall be paid premiums of five dollars and seventy-five cents (\$5.75) per hour for the first 72 hours on-call in a calendar month. Thereafter, the employee shall receive six dollars and twenty-five cents (\$6.25) per hour.

26.03 Call-Back

A) Compensation

i) Return to Provide Care

Employees called back to work after the completion of their shift, or called back to work on scheduled day off while being paid on-call premium, shall be paid a minimum of two (2) hours pay at the appropriate overtime rate provided in Article 24.05 (Overtime Pay Calculation) for each separate call-back.

ii) Telephone Call-Back

A nurse who responds to a call from the worksite about a patient related concern without attending the worksite will be compensated at one and one half (1.5x) times the normal rate of pay for thirty (30) minutes for each call from the worksite regardless of the duration or for the duration of the call if the call exceeds thirty (30) minutes.

iii) Call-Back on a Paid Holiday

An employee receiving the on-call premium specified in Article 26.01 and who is called back to work on any of the paid holidays listed in Article 35 (Leave Paid Holidays) shall be paid the appropriate overtime rate for all hours worked, with a minimum of two (2) hours pay at the appropriate overtime rate.

- B) For the purpose of the Article, a scheduled day off shall mean any day other than a paid holiday on which an employee is not schedule to work.

26.04 Application of Call-Back

A) Functions of Employee on Call-Back

Employees called back to work shall be required to perform all functions that gave rise to the call back. The employee shall not be required to perform unrelated, non-emergency functions.

- B) Hours worked under this Article shall be taken as pay.

26.05 Call-Back Travel Allowance

An employee called back to work shall receive call-back travel allowance from home to Ayre Manor and return. The allowance will be fifty-two cents (\$0.52) per kilometer or a minimum of two

dollars (\$2.00) for each round trip.

26.06 Call-In

A regular part-time or casual employee reporting to work at the call of the Employer for unscheduled work, except those on-call or on a call-back, shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate if the employee does not commence work, and a minimum of four (4) hours pay at the regular rate if the employee commences work.

26.07 Insufficient Off-Duty Hours

- A) If an employee works overtime immediately following her regular shift or is called back to work and does not receive a total of eight (8) consecutive hours of off-duty in the twenty-four (24) hour period beginning from the commencement of the employee's shift, then the employee will not be required to report for duty for her next shift until she has received a total of eight (8) consecutive hours off-duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

- B) The employee in the above situation will advise her supervisor in advance of the fact that she will not be reporting for duty at her scheduled time. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee eight (8) consecutive hours in total off-duty in the aforementioned twenty-four (24) hour period.

ARTICLE 27 – NON-DISCRIMINATION

- A) The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.

- B) 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.

- 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 on the basis of sexual orientation.

- D) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment at the work place.

ARTICLE 28 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM

The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the *Workers' Compensation Act* and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at the worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing. The Employer will also provide employees with information on where copies of the Regulation are available for ordering from WorkSafe BC, providing the address, phone number, and website for WorkSafe BC.

28.01 Joint Occupational Health and Safety Committee

The Employer and the Union recognize the role of the Joint Occupational Health and Safety Committee in promoting a safe and healthful workplace.

The parties agree that a Joint Occupational Health and Safety Committee shall 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 comprised of equal representation from the Employer and the Union, with each party appointing its own representatives. Representatives of the Union shall be chosen by the Union membership or appointed by the Union.

All minutes of the meetings of the Joint Occupational Health & Safety Committee will be recorded in a mutually agreeable format and will be sent to the Union.

The Employer agrees to provide or cause to be provided to Employer members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfil those duties competently.

The Union agrees to provide or cause to be provided to Union members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfil those duties competently.

Such training and orientation shall take place within six (6) months of taking office.

28.02 Medical Examinations

An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, inoculation and other immunization (with the exception of rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

28.03 Safe Workplace

- A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated. The Employer will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.
- B) When the Employer is aware that a resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
- C) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting residents/clients 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. Employees shall comply with these policies, protocols and procedures.
- D) The Employer will provide employees with notice as soon as possible regarding outbreaks

reported by Vancouver Island Health Authority, the Ministry of Health or Ayre Manor. Employees will advise the Employer when they have recently worked at a site where there is an outbreak and report their risk of exposure.

- E) Critical incident stress defusing shall be provided to employees who have suffered a work-related, traumatic incident. Critical incident stress debriefing or appropriate support shall be offered to employees. Appropriate resources will be made available as soon as possible following the incident. Employees attending the debriefing will be given time off from work without loss of pay to attend, or be paid at the applicable rate of pay.

28.04 Transfer of Pregnant Employees

Pregnant employees may request to be transferred from their current duties if, in the opinion of the employees' physician, the pregnancy may be at risk. If such transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence until maternity leave commences.

28.05 Provision for Immunizations

- A) Where the Employer or Occupational Health and Safety Committee identifies high risk circumstances which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.
- B) Employees who may be exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine free of charge.

28.06 Workload

An employee who believes that her workload is unsafe or consistently excessive shall discuss the problem with her immediate supervisor. If the problem is not resolved in this discussion, the employee may seek a remedy by means of the grievance procedure. If the matter is not resolved in the grievance procedure, it may be referred to troubleshooter who shall:

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

28.07 Discrimination and Harassment

The Employer will provide education and training to all employees, officers, allied personnel, contract staff and volunteers to ensure all are aware of conduct which is considered to be unacceptable and will not be tolerated. This shall include but is not limited to Discrimination and Personal, Discriminatory, Psychological and Sexual Harassment.

Harassment

A) Sexual Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment at the work place.

Sexual harassment means sexually oriented verbal or physical behaviour, which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- i) touching, patting or other physical contact;

- ii) making of sexual gestures;
- iii) demands for sexual favours;
- iv) verbal abuse or threats;
- v) unwanted sexual invitations;
- vi) physical assault of a sexual nature;
- vii) distribution or display of sexual or offensive pictures or material;
- viii) unwanted questions or comments of a sexual nature;
- ix) practical jokes of a sexual nature.

To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.

Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

B) Psychological Harassment and Personal Harassment

The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.

Personal harassment means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon another person's race, colour, ancestry, place or origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or for reason of membership or activity in the Union. Such behaviour could include, but is not limited to:

- i) physical threats or intimidation;
- ii) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- iii) distribution or display of offensive pictures or materials.

To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.

Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

C) Workplace Bullying

Workplace bullying is unacceptable and will not be tolerated in any circumstances. Workplace bullying is a behaviour that harms, intimidates, offends, degrades or humiliates an employee, possibly in front of other employees, residents or customers.

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

Bullying behaviour could include but is not limited to:

- i) verbal aggression or insults; calling someone derogatory names
- ii) vandalizing personal belongings
- iii) sabotaging someone's work

- iv) spreading malicious gossip or rumours
- v) engaging in harmful or offensive initiation practices
- vi) physical or verbal threats (this could also constitute “violence” or “improper activity or behaviour” under the Occupational Health and Safety Regulation)
- vii) making personal attacks based on someone’s private life and/or personal traits
- viii) making aggressive or threatening gestures

D) Harassment Complaint Procedures

Incidents or complaints should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly.

In the case of a complaint of either personal or sexual harassment, the following shall apply:

An employee who witnesses or experiences harassment should complain by filing:

- i) a verbal or written complaint with the Employer for investigation, and/or
- ii) a grievance at Step 2 of the grievance procedure, and/or
- iii) a WorkSafe BC complaint, and/or
- iv) a Human Rights complaint.

The Employer’s policy shall be consistent with this Article. All complaints of discrimination and harassment shall be addressed in a timely manner and appropriate corrective measures shall be taken to prevent further recurrences.

The employee may have Union representation at any point of the process.

Complaints under this Article shall be treated in strict confidence by all Parties involved.

Allegations of harassment which are found to be in bad faith may be cause for discipline, up to and including dismissal.

E) Respectful Conduct in the Workplace

Individuals are responsible for conducting themselves in a respectful manner in the workplace and at work-related gatherings. Failure to maintain respectful conduct will lead to discipline up to and including termination of employment.

A respectful workplace is characterized by:

- (1) **Polite Behaviour** – defined as courteous and considerate behaviour towards others;
- (2) **Inclusion** – of people with different backgrounds, cultures, strengths and opinions;
- (3) **Safety** – from disrespectful, discriminating, bullying and harassing behaviour;
- (4) **Dispute Resolution Processes** – differences will be managed through dispute resolution processes including, but not limited to Articles 3 (Management Rights), 9 (Grievance Procedure), and 28 (Occupational Health and Safety Program) of this agreement;
- (5) **Support** – individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

Inclusion

Inclusion for the purpose of this Article means welcoming people with diverse backgrounds into the workplace. Behaviours include but are not limited to: working to understand cultural differences, working constructively with employees accommodated as a result of the Employer's duty to accommodate, and valuing others' differing styles and contributions.

Support

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

ARTICLE 29 – LEAVE – COMPASSIONATE

29.01 Application

Compassionate leave of absence with pay shall be granted, upon request, to regular employees in the event of a death of a spouse (including common law), child, parent, brother, sister, mother-in-law, father-in-law, grandparents, grandchild and a relative with whom the employee permanently resides.

29.02 Leave – With Pay

Compassionate leave of absence with pay shall be granted for up to three (3) consecutive work days.

Up to two (2) additional days with pay shall be granted for travelling time at the discretion of the Employer.

29.03 Leave – Without Pay

Additional leave without pay may be requested by an employee. The Employer shall make every effort to grant additional compassionate leave of absence without pay.

ARTICLE 30 – LEAVE – COURT APPEARANCE

- A) A regular employee who is required by law to serve as a juror or subpoenaed as a witness in any court, not being a party to the proceedings, shall be granted a leave of absence with pay equal to the length of the court duty.
- B) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that she is normally scheduled to work, providing these do not exceed her regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.
- C) Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall, at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant to subsection (A) preceding.
- D) In cases where an employee is a party to the proceedings and is required to appear in court, the Employer shall grant the employee an unpaid leave of absence.

ARTICLE 31 – LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS

31.01 Transfer of Function - Clinical Staff

Where the Employer has agreed to a transfer of function, it will be the responsibility of the Employer to provide in-service programs/training to all clinical staff (RCA, RN, RPN, and LPN) required to perform the function.

Employees required to attend such programs will be paid at the applicable rate of pay.

31.02 Added Duties

Where the Employer adds duties or tasks to positions, they will be added to the job description and submitted to the Union. Employees will be provided training to perform these new duties and tasks. Employees required to attend such programs will be paid at the applicable rate of pay.

31.03 In-Service Programs

The parties to this collective agreement recognize the value of in-service education both to the employee and the Employer.

- A) The Employer reserves the right to identify specific in-service programs deemed compulsory.
- B) Employees required to attend such programs or required to spend off-duty time completing this work will be paid at the applicable rate of pay.

31.04 General Education Programs

A) Employer Requested Leave

An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course including tuition fees and course required books, travel, accommodation, and meal expenses will be covered where necessary.

B) Employee Requested Leave

The Employer shall grant one (1) day's education leave of absence with pay, for each normally scheduled work day that an individual regular employee gives of her own time. The course or workshop must be approved by the Employer in advance and be relevant to the workplace.

ARTICLE 32 – LEAVE – ELECTIONS

Employees who are eligible to vote in a Federal or Provincial election or referendum shall be entitled to four (4) consecutive hours free from work during the hours the polls are open to cast their vote. If in order to satisfy this provision an employee must absent herself from work, she shall suffer no loss of salary for the scheduled hours away from work.

ARTICLE 33 – LEAVE – GENERAL

33.01 Application

An employee granted any unpaid leave of absence totalling less than twenty-one (21) days in any calendar year shall continue to accumulate all benefits, provided the employee continues to remit her contributions during this period. Any excess over twenty (20) work days in any calendar year shall be deducted from length of service in the computation of benefits.

Article 39.01(D) (Union Leave of Absence) shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

33.02 Notice

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such requests, and granted at the Employer's discretion. The Employer will strive to grant the leave. Reasonable notice of at least ten (10) days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request within seventy-two (72) hours of the receipt of the requested leave.

ARTICLE 34 – PARENTAL LEAVE

34.01 Natural Mother

A) Maternity Leave

A regular employee shall be granted fifty-two (52) weeks maternity leave of absence without pay. Such leave may commence eleven (11) weeks prior to the week in which her predicted week of confinement occurs or any time thereafter at the request of the employee. The maternity leave shall commence immediately upon the birth if it occurs prior to the timeline outlined above. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of her pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

a) Benefits

- i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 33 - Leave – General.
- ii) For the balance of a seventeen (17) week period, i.e. seventeen (17) weeks less twenty (20) work days, the service of an employee who is on maternity leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer and employee shall continue to make payment to the plans in the same manner as if the employee was not absent

B) Parental Leave

Within the fifty-two (52) week leave period granted under 34.01(A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

a) Benefits

For weeks eighteen (18) through fifty-two (52) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer and employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

C) Special Circumstances

- a) An employee may be granted up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under (A) above.

A request for special circumstances leave pursuant to Article 34.01(C)(a) must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

- b) If the new born child will be or is at least six (6) months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or

emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.

c) An employee's combined entitlement to leave under subsections (A), (B), and (C) of Article 34.01 is limited to sixty-three (63) weeks.

d) **Benefits**

For additional leaves arising from subsections (C) (a) or (b) above, the service of an employee shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer and employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

D) Additional Leave

Any further leave granted beyond the allowable leave periods of Article 34.01(A), (B), or (C), will be unpaid leave without any benefits.

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

F) An employee shall give fourteen (14) days' notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days' notice of her intention to return to work prior to the termination of the leave of absence.

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

H) The Employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for maternity reasons.

34.02 Natural Father

A) Parental Leave

On four (4) weeks' notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to thirty-seven (37) weeks parental leave without pay.

a) **Benefits**

i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 33 - Leave – General.

ii) For weeks five (5) through thirty-seven (37) inclusive the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer and employee shall continue to make payment to the plans in the same manner as if the employee was not absent

B) Parental Leave Beyond Thirty-Seven (37) Weeks – Special Circumstances

If the new born child will be or is at least six (6) months of age at the time the child comes under the care of the father and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of forty-two (42) weeks.

b) Benefits

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer and employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

D) Additional Leave

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without any benefits.

34.03 Adoptive Parents

A) Adoption Leave

Upon request, a regular employee shall be granted thirty-seven (37) weeks adoption leave of absence without pay. The employee shall furnish proof of adoption. Where both parents are employees of the same Employer, the employees shall decide which of them will apply for adoption leave.

a) Benefits

- i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 33 - Leave – General.
- ii) For the balance of a thirty-seven (37) week period, i.e. thirty-seven (37) weeks less twenty (20) work days, the service of an employee who is on adoption leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer and employee shall continue to make payment to the plans in the same manner as if the employee was not absent.
- iii) The remaining twelve (12) weeks of adoption leave are subject to the provisions of Article 33.01 - Leave – General.

B) Parental Leave

In the event both adoptive parents are employees of the same Employer, any adopting parent who did not apply for adoption leave of absence without pay may on four (4) weeks' notice and within fifty-two (52) weeks from the date of taking custody, apply for up to thirty-seven (37) weeks parental leave without pay.

a) Benefits

- i) For the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 33 - Leave – General.
- ii) For weeks five (5) through thirty-seven (37) the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Employer and employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

C) Parental Leave Beyond Thirty-Seven (37) Weeks – Special Circumstances

If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) forty-two (42) weeks.

a) Benefits

For weeks thirty-eight (38) through forty-two (42) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of any pension,

medical or other plan beneficial to the employee, and the Employer and employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

D) Additional Leave

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without benefits.

34.04 Return to Employment

An employee resuming employment after a maternity, adoption or parental leave of absence shall be reinstated in all respects to her previous position or to a comparable position, and benefits and wages to which she would have been entitled during the period of her absence.

ARTICLE 35 – LEAVE – PAID HOLIDAYS

35.01 Paid Holiday Entitlement

The following are the paid holidays and any other holiday proclaimed by the Federal or Provincial Government:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day (Queen's Birthday)	Christmas Day
Canada Day	Boxing Day
British Columbia Day	BC Family Day

35.02 Payment for Paid Holidays

- A) All regular (full-time and part-time) employees shall receive remuneration of five point one six (5.16%) percent of straight time earnings on each pay cheque for Paid Holidays.
- B) Casual employees receive remuneration in lieu of paid holidays and vacation at the applicable percentage of straight time pay (twelve point six percent (12.6%)).

35.03 Work On A Paid Holiday

- A) All Employees required to work on a paid holiday shall be paid at the rate of time and a half (1.5x) for all hours worked on the Paid Holiday.

B) Super Stats

Employees who are required to work on Christmas Day, or Labour Day shall be paid at the rate of two (2) times for the first seven point five (7.5) hours worked. The rate of two (2) times shall be paid for the full shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within 0001 and 2400 hours on the named day. In such cases, the rate of two (2) times shall be paid for the total hours worked.

C) Casual Employee

A casual employee who works on a paid holiday listed in Article 35.01 shall be paid the applicable paid holiday rate.

D) Overtime

Overtime at the rate of one and one-half (1.5) times the appropriate stat holiday rate shall be paid to an employee for all hours of overtime worked on the paid holiday (reference Article 24.05 – Overtime Pay Calculation).

E) Call-Back

Call-back pay at the rate of one and one-half times (1.5) the appropriate stat holiday rate shall be paid to an employee for all hours called back to work on the paid holiday, with a minimum of two (2) hours’ pay at the appropriate rate for each separate call-back (reference Article 26.03 - Call-Back).

F) Changes in Schedule With Insufficient Notice

Should the Employer change the work schedule without fourteen (14) calendar days advance notice and as a consequence the regular employee is required to work on the paid holiday, then the employee shall be paid two (2) times the straight time rate for all hours worked.

35.04 Christmas Day or New Year’s Day

Where the worksite operates on Christmas Day and New Year’s Day, a regular employee shall receive either Christmas Day or New Year’s Day off unless the employee requests to work both days and this is agreed to by the Employer.

ARTICLE 36 – LEAVE – PROFESSIONAL MEETINGS

Leave of absence without loss of pay may be granted for professional meetings not exceeding one (1) week, subject to the approval of the Employer. The Employer shall make every endeavour to grant such leave of absence.

ARTICLE 37 – LEAVE – PUBLIC OFFICE

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office if nominated, and if elected, to serve their term(s) of office (reference Article 33 – Leave – General).

ARTICLE 38 – LEAVE – SICK

38.01 Accumulation

A) Effective the date of ratification, regular full-time employees shall receive .83 working day sick leave credit for each month of service.

B) Regular part-time employees shall receive sick leave credit for each month of service as follows:

$$\frac{\text{Hours paid per month} * (\text{excluding overtime})}{152.08} \times .83$$

*Includes leave without pay up to twenty (20) working days (Reference Article 33 – Leave – General)

C) 2018 unused sick leave and outstanding sick leave and outstanding sick leave from Beckley Farm shall be placed into the accrual bank at December 31, 2018.

D) Employees shall have access to the accrual bank on January 1, 2019.

- E) Sick leave credits, if not used, shall accumulate to a maximum of thirty (30) days.
- F) Regular employees who are sick may use vacation leave when sick leave accruals are exhausted before requesting a leave without pay.
- G) Upon termination, employees shall not receive payment of the accrued sick leave bank.

38.02 Payment

Regular full-time employees shall receive their regular pay for each day or portion thereof of sick leave credit utilized.

Regular part-time employees shall receive their regular pay for scheduled work hours lost.

38.03 Proof of Sickness

Sick leave with pay is only payable because of sickness or injury and employees who are absent from duty because of sickness may be required by the Employer to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. A doctor's certificate may be requested for each leave of more than three (3) consecutive work days. Employees will not be questioned by the Employer regarding fitness to work if absent from work for less than three (3) consecutive work days.

38.04 Benefits Accrue

When an employee is on paid sick leave all benefits of this Agreement shall continue to accrue.

38.05 Notice Required

Employees must notify the Employer as soon as possible prior to the commencement of their shift of any anticipated absence from duty because of sickness. Employees must notify the Employer as soon as reasonably possible prior to their return to work.

38.06 Leave – WorkSafe BC

A) Entitlement to Leave

- i) An employee shall be granted WorkSafe BC leave with net pay in the event that WorkSafe BC (WCB) determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. For the purposes of this clause, net pay is defined as the employee's regular net take-home wages to ensure that the non-taxable status of benefits does not provide an opportunity for an injured worker to earn more while on claim than if they were working. The term claim will not include any form of WCB allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim. (See also Appendix D – Workers' Compensation Leave).
- ii) **Workers' Compensation Leave**
Additional shifts worked by part-time employees, shift and weekend premiums, responsibility pay, and statutory holiday premiums shall be taken into account when calculating "regular net take-home wages."

B) Reimbursement to Employer

The employee shall pay to the Employer any amount received for loss of wages in settlement of any claims.

C) Benefit Entitlement

When an employee is on a WCB claim all benefits of the Agreement will continue to accrue. However, an employee off work on WCB claim shall receive net wages as defined by (A) above, and benefits equalling but not to exceed their normal entitlement had they not suffered a compensable injury. For the first twenty (20) work days on claim, an employee will accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) work days, paid holidays and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

D) Approval of Claim

When an employee is granted sick leave with pay and WorkSafe BC leave is subsequently approved for the same period it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

E) Continuation of Employment

Employees who qualify for WorkSafe BC coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in her former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 12 – Seniority and Article 18 – Lay-off & Recall.

F) Emergency Appointments

Absence from work to attend emergency medical or dental appointments and medical appointments arising from a work related accident covered by WorkSafe BC shall be paid for from the employee's sick leave.

38.07 Enforceable Legal Claim

If an employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the employee's own insurer under a contract of insurance, the employee shall, at the request and expense of the Employer, take all steps reasonably necessary to enforce the said claim. If the employee receives any payment of accounts of earnings as a result of such claim, the employee shall pay to the Employer, so much of the said payment as related to the sick leave pay received by the employee for the said period and upon so doing, shall receive sick leave credit for the number of days represented by such payment.

38.08 Appointments

- A) Subject to operational requirements and upon at least eight (8) days' notice, absence from work to attend other than emergency medical or dental appointments shall be paid for from sick leave when the employee is unable to arrange the appointment for her normal off-duty hours.
- B) When an employee's doctor refers the employee to a specialist then any necessary travel time to a maximum of three (3) work days, for the employee to visit such specialist shall be paid for and deducted from sick leave credits.
- C) The employee will be required to furnish proof of need in both (A) and (B) above.

38.09 Sick or Injured Prior to Vacation

In the event an employee is sick or injured prior to the commencement of her 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 agreed to by the Employer, or the time shall be

credited for use at a later date.

38.10 Voluntary Treatment

While in voluntary attendance at a full-time treatment program for substance abuse, a regular employee shall on proof of enrolment, be entitled to sick leave with pay to the extent that sick leave credits are available. Article 38.01(H) shall apply upon expiration of sick leave credits should additional leave be requested.

ARTICLE 39 – LEAVE – UNION

39.01 Union Leave of Absence

An employee on an unpaid Union leave of absence shall have her wages, benefits and seniority continued by the Employer, and the Union agrees to reimburse the Employer for the costs of such wages and benefits.

Employees requesting leave under this Article will provide the Employer with as much advance notice as possible of the dates of the leave.

Where there are less than fifteen (15) regular employees at the worksite at the time the leave request is submitted, and subject to operational requirements, unpaid Union leave of absence will be granted to two (2) employees for the purpose of conducting Union business. This would be in addition to a person on Union Leave where the position of the Union President or Council member has been backfilled for the duration of their term of office.

A leave of absence without pay shall be granted to an employee who is a member of the Union and who is:

- A) a Union Council/Board member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time.
- B) either elected or appointed to represent the Union and/or a region at annual or special conventions of the Union.
- C) a member of the Union's bargaining committee. Such leave (including travelling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, industrial inquiry commissioner hearings and arbitrations.
- D) appointed or elected to special or standing committees of the Union. A leave of absence granted to members to attend regular or special meetings of such committees shall be subject to the operational requirements of the worksite.
- E) Union leave for members of the Bargaining Committee (C) and Council/Board members (A) shall not affect the employee's benefits, seniority or increment anniversary date, and such leave shall be exempt from the provisions of Article 33 – Leave – General.
- F) an employee who holds the position of full-time president with the Union shall be granted a leave of absence without pay for the period during which she holds the position.

Such leave will not affect the employee's seniority, increment anniversary date, service for the purpose of vacation leave, sick leave and special leave accumulation. The Employer will continue to pay the premiums for medical, dental, extended health, and group life while the employee is on leave and the Union will reimburse the Employer for the costs of such benefits.

The employee shall be entitled to return to her former position with the Employer, and shall be provided with an adequate period of orientation upon her return to work.

The employee shall not be subject to discipline by the Employer for activities related to work on behalf of the Union.

ARTICLE 40 – LEAVE – VACATION

40.01 Vacation Entitlement

- A) Regular employees shall be entitled to vacation leave.
- B) Vacation will accrue from January to December each year.
- C) Regular employees shall be entitled to vacation leave at their regular rate of pay.
- D) Full-time employees shall have eighteen (18) days of vacation each year, (after four (4) years clause G) below will apply) prorated for part-time employees.
- E) Effective the first pay period of 2019 regular employees employed after June 30, 2014 and in their fifth year will receive an additional day of vacation per year, prorated for part-time employees.
- F) Effective the first pay period of 2020 regular employees employed after June 30, 2014 and in their fifth or more year will receive an additional day of vacation, prorated for part-time employees.
- G) Effective the first pay period of 2021 E) and F) above will be deleted and replaced by this clause. After four (4) years of service, full-time employees shall have twenty – one (21) days of vacation each year, prorated for part-time employees.
- H) Casual employees will receive remuneration in lieu of vacation at six point nine percent (6.9%) of straight time pay.
- I) Any fraction of a day shall be given as paid time off at a time mutually agreed to by the Employer and the employee. If a mutually agreed time cannot be determined during the calendar year (January 1 to December 31) for the time to be taken, then the employee shall be paid out for the time owing at December 31 in each year, except as provided in Article 40.04 – Vacation Carry Over.

40.02 Terminating Employees

- A) The Employer shall pay for vacation entitlement accrued to the date of termination, less vacation pay if any.
- B) Employees who terminate part way through a calendar year and who have taken more days of vacation than earned will have unearned vacation taken repaid to the Employer.

40.03 Scheduling of Vacation

- A) The Employer shall permit annual vacations to be taken during the entire year.
- B) The scheduling of vacations shall be subject to the operational requirements of the Employer. The Employer will call out for replacement staff in a timely manner and in no case less than four (4) weeks prior to the approved scheduled vacation.

- C) The selection of vacation and the posting of the approved vacation schedule shall be completed by December 31st of the preceding calendar year or any other date mutually agreed at the local level. Such local agreements shall be filed with the Union and Employer.
- D) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.
- E) Vacations shall be scheduled according to seniority on the basis that the employees with the most seniority shall have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer shall forfeit their seniority rights in respect to choice of vacation time.
- F) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer, however, an employee who splits her vacation shall not receive her choice of when she wishes to take the subsequent portion of her vacation until all other employees in the workplace have made their first choice of vacation time.

40.04 Vacation Carry Over

Regular employees may roll over a maximum of ten (10) days' vacation to the next year. All of the days rolled over will be scheduled before the current year's vacation.

40.05

Vacations not taken will be paid out, except as provided in Article 40.04 – Vacation Carry Over.

ARTICLE 41 – EMPLOYEE BENEFITS

The Employer will ensure benefits coverage comparable with the current plans at July 1, 2018 (Sun Life Financial Plan contract #171411).

41.01 Eligibility

- A) Regular full-time employees are eligible to apply for all benefits of the Agreement.
- B) Regular part-time employees are eligible to apply for benefits.
- C) Casual employees are not eligible to apply for benefits, except casuals in a temporary position as under Article 11.06(B)(d) – Benefits for Casual Employees in Temporary Appointments.

41.02 Medical Coverage

- A) Regular employees and their eligible dependents (including common-law spouses) shall be covered by the Medical Services Plan of B.C. The Employer shall pay one hundred percent (100%) of the premium.
- B) A regular employee may cover persons other than dependents if the plan carrier agrees and if the employee pays the full premium for them through payroll deductions.
- C) Membership in the medical plan is a condition of employment for regular employees who are not members or dependents of members of another approved medical plan.
- D) The medical plan becomes effective on the first of the calendar month following date of hire.

41.03 Extended Health Care Coverage

- A) The Employer shall pay one hundred percent (100%) of the monthly premiums, for extended

health care coverage for regular employees and their eligible dependents (including common-law spouses).

- B) Membership in the extended health care plan is a condition of employment for regular employees.
- C) The extended health care plan becomes effective on the first of the calendar month following thirty (30) days from the date of successful completion of probation or four (4) months following the date of hire, whichever comes first.
- D) Effective the first of the month following ratification an Employee Family Assistance programme will be added to the Extended Health Care Plan.

41.04 Dental Coverage

- A) The Employer shall pay eighty percent (80%) of the monthly premium and the employee shall pay twenty percent (20%) of the monthly premium for a dental plan.
- E) Coverage under the dental plan becomes effective on the first of the calendar month following thirty (30) days from the date of successful completion of probation or four (4) months following the date of hire, whichever comes first.

41.05 Dependents

An eligible dependent for the purposes of Articles 41.02, 41.03 and 41.04 is one who is acceptable to the plans.

41.06 Group Life Insurance Plan

A) Life Insurance

Regular full-time and regular part-time employees shall, upon completion of probation or four (4) months following the date of hire, whichever comes first, become members of the Group Life Insurance Plan as a condition of employment. This plan consists of fifty thousand dollars (\$50,000) reducing by fifty percent (50%) at age sixty-five (65) and terminating upon termination of employment or age seventy (70), whichever comes first.

B) Accidental Death and Dismemberment

The plan shall provide standard twenty-four (24) hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment or age seventy (70), whichever occurs first.

C) Premiums

The Employer shall pay one hundred percent (100%) of the premium for the Group Life Insurance Plan.

41.07 Long Term Disability

The Employer will deduct long term disability plan premiums from the regular employees pay and remit on their behalf the premiums to the LTD plan carrier. The Plan number will be #171411.

ARTICLE 42 – WORKERS’ COMPENSATION

- A) All employees shall be covered by the provisions of the *Workers’ Compensation Act* (reference Article 38 – Leave – Sick).

- B) Opportunities for early return to work for employees on WCB are covered in Appendix A – Early Safe Return to Work.

ARTICLE 43 – EMPLOYMENT INSURANCE

43.01 Coverage

Eligible employees shall be covered by the *Employment Insurance Act* or succeeding Acts.

43.02 Rebates

Premium rebates given by the Employment Insurance Commission shall be paid directly to the employees by the Employer.

ARTICLE 44 – REGISTERED RETIREMENT SAVINGS PLAN (R.R.S.P.)

The Employer shall provide for an R.R.S.P. as outlined in Appendix C (Registered Retirement Savings Plan) to be held by a recognized financial institution.

ARTICLE 45 – EXEMPT AND SAVE HARMLESS

The Employer shall insure to:

- A) exempt and save harmless employees from any liability action arising from the proper performance of her duties for the Employer, and
- B) assume all costs, legal fees and other expenses arising from any such action.

ARTICLE 46 – PROFESSIONAL RESPONSIBILITY CLAUSE

In the interest of safe resident care and safe nursing practice, the parties agree to the following problem solving process to promptly identify and address employee concerns relative to patient/resident/client care including:

- A) nursing practice conditions
- B) safety of residents and employees
- C) workload

46.01

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

46.02

If the matter is not resolved to her satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of her discussion with the Director of Care and submit it to the Employer's representative. The employee retains the original and forwards copies to the Director of Care.

46.03

The Employer's representative will meet with the concerned employee and the Director of Care within fourteen (14) days to discuss the concern and develop a plan to resolve the concern, including:

- i) identification of the problem;

- ii) determining who is impacted;
- iii) investigation of contributing factors;
- iv) developing strategies to resolve the issues and communicating the results to all staff.
This may involve discussions with other staff who could also be impacted.

Minutes of the meeting(s) will be recorded and distributed to participants.

46.04

If the concern is not resolved to the employee's satisfaction, she may present a grievance at Step 2 (Article 9 – Grievance Procedure).

ARTICLE 47 – SEVERANCE ALLOWANCE

47.01 Eligibility for Severance Allowance

A regular employee leaving the employ of the Employer shall be entitled to receive severance allowance as per Article 47.02 providing that the employee meets the following criteria:

- A) Employees with ten (10) years of service whose services are no longer required by the Employer (closure of Employer's operations, job redundancy, etc.), except employees dismissed for cause.

47.02 Severance Allowance Entitlement

In accordance with the *Employment Standards Act*.

47.03 Portability of Service for Severance Allowance Purposes

A regular employee who voluntarily resigns and is later rehired by an Employer covered by this Collective Agreement within on (1) year, shall have portability of length of service for the purposes of the severance allowance provision.

ARTICLE 48 – PAYMENT OF WAGES

48.01 Wages

Wages shall be paid each employee in accordance with Article 52 (Wage Schedule Classifications), and Article 53 – Wage Schedule.

48.02 Retroactive Pay and Benefits

All rates of pay and benefits of this Agreement shall be applied retroactively to the date of ratification or date as negotiated herein.

- A) Retroactive pay is available to employees who resigned or terminated without cause providing they leave a forwarding address for this purpose.

Retroactive pay shall be received by employees no later than ninety (90) calendar days after the ratification of this agreement.

48.03 Pay Days

- A) Employees shall be paid every second week by direct deposit.
- B) The Employer shall provide a pay stub to each employee on every pay day.

- C) The pay stubs may be distributed via paper copies or electronically with due consideration for privacy.
- D) The statement shall be written except where the Employer opts to provide the statement of wages to employees through electronic means rather than through a paper copy. This information is subject to privacy legislation.
- E) Where the Employer provides such statements electronically, they will provide information to employees on how to access their information.
- F) Where an employee identifies a significant error in her pay, the Employer must provide a manual check at the employee's request within three (3) working days of the request. Significant shall be defined as greater than one hundred dollars (\$100.00).

ARTICLE 49 – GENERAL CONDITIONS

49.01 Personal Property Damage

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

49.02 Registration

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.

ARTICLE 50 – AMENDMENTS

If either the Union or the Employer wishes to propose amendments to this Agreement, the party proposing such amendments shall notify the other party in writing of this intent within the last four (4) months prior to the expiry date of the Agreement.

ARTICLE 51 – EFFECTIVE AND TERMINATING DATES

- A) This Agreement shall be effective from July 1, 2017 and shall remain in force and be binding upon the parties until June 30, 2020 and thereafter until a new Agreement has been ratified.
- B) The operation of Subsection 2 of Section 50 of the *Labour Relations Code* of British Columbia (or any succeeding Acts) is specifically excluded from this Agreement.
- C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.

ARTICLE 52 – WAGE SCHEDULE CLASSIFICATIONS

The bargaining unit includes all employees for whom the Union has been certified as the bargaining agent. Currently this includes the following positions: Registered Nurse, Registered Psychiatric Nurse, Licensed Practical Nurse, Registered Care Aide, Recreation/Activity Worker, Day Cook, Lead Cook, Prep Cook, and Support Services Worker.

ARTICLE 53 – WAGE SCHEDULE

POSITION	CURRENT RATE	DATE OF RATIFICATION MARKET ADJUSTMENT (\$0.50)	DATE OF RATIFICATION 2%	JULY 1, 2018 1%	JULY 1, 2019 2%
Registered Nurse	41.03		41.85	42.27	43.11
Registered Psychiatric Nurse	41.03		41.85	42.27	43.11
Registered Care Aide	23.52		23.99	24.23	24.71
Licensed Practical Nurse	26.26		26.78	27.05	27.59
Recreation/ Activity Worker	23.52		23.99	24.23	24.71
Day Cook	21.75		22.18	22.41	22.85
Lead Cook	19.66		20.05	20.25	20.66
Prep Cook	17.56	18.06	18.42	18.61	18.98
SUPPORT SERVICES WORKER					
Server	17.56	18.06	18.42	18.61	18.98
Housekeeper	17.56	18.06	18.42	18.61	18.98

SIGNATURES OF THE PARTIES

Signed on behalf of Sooke Elderly Citizens' Housing Society (SECHS):

Sandy Pedneault, Board Chair, SECHS

Kerry Williams, Ayre Manor Lodge, Director

Linda Quigley, Ayre Manor Lodge, Director of Care

Date September 18, 2018

Signed on behalf of the British Columbia Nurses' Union (BCNU):

Laura Anderson, Labour Relations Officer - Negotiator

Eva Wiercinski, Bargaining Committee Member - Steward

Crystal Cole, Bargaining Committee Member

Janice Leask, Bargaining Committee Member

Lorraine Lajeunesse, Bargaining Committee Member - Steward

Date September 6, 2018

APPENDIX A

EARLY SAFE RETURN TO WORK

The Union and the Employer agree that ill or injured employees may benefit from involvement in Early Safe Return to Work Programs which may involve a number of initiatives such as a gradual increase in hours of work up to full shift hours, modified work, work place modification, a work hardening program, or, if necessary a change in work assignment.

Participation in such a program shall be voluntary for both the employee and the Employer and contingent upon the written consent of the employee's physician. The program shall be considered as part of the treatment/ rehabilitation process.

Supernumerary

Where the absence of an employee would create workload problems, or the work is a sensitive safety position, or there is a medical requirement, the employee returning on a graduated return to work program will be supernumerary. They will remain supernumerary until medical requirement is removed, or they can complete their full shift and duties.

The employee, an Employer designate responsible for the Early Safe Return to Work Program, the Union steward and the employee's immediate supervisor will meet to agree on a suitable program.

A written program for the employee will include:

1. An overview of the employee's program plan, including its expected outcome and end date. Programs shall not exceed six (6) months.
2. The number of phases in the program, their duration and the number of hours to be worked per shift in each phase.
3. A detailed outline of Employer and employee responsibilities under the program.
4. A schedule of evaluations to determine progress toward the program outcome. As a result of an evaluation, a program may be modified or discontinued by mutual consent of the parties.

Employees engaged in an Early Safe Return to Work Program shall be provided with a copy of the written program.

The Employer designate, in conjunction with the immediate supervisor, shall be responsible for the making of all necessary arrangements for the employee's return to the work place. The Union steward shall be allowed time away from her usual assigned duties to meet with the Union members at the work site to familiarize them with the terms and conditions of their co-worker's return to work and to ensure co-worker support and encouragement.

The Union and the Employer agree that the employees participating in an Early Safe Return to Work Program for fifteen (15) hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except medical, extended health, dental plan coverage, and group life which shall be paid in accordance with Article 41 – Employee Benefits.

ADDRESSING WORKPLACE VIOLENCE AND RESPECT IN THE HEALTH WORKPLACE

The parties recognize that it is important to provide an environment that is properly secure for all those who receive health services or who work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and patients should expect to be treated in, an environment where the risk of violence is minimized.

Violence Prevention Program

The Employer will establish a joint violence prevention program or review their existing program where one is in place that will include:

- i) Creation of a violence prevention sub-committee to develop control measures and provide guidelines;
- ii) Risk assessments coordinated by the local OH&S committee and reported to the Union OH&S department;
- iii) Ongoing employee education and training.

Towards a Respectful Workplace

The Employer is committed to promoting a work environment in which employees, students, medical staff, physicians, residents, fellows, volunteers, contractors, visitors, patients and clients 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 users of the health care system regarding expectations and consequences of inappropriate behaviour and violence.

APPENDIX C

REGISTERED RETIREMENT SAVINGS PLAN (R.R.S.P.)

All regular full-time employees and regular part-time employees, upon completion of the probationary period, shall be enrolled in a retirement plan, the terms and conditions of which are as follows:

1. For regular employees participation is mandatory. Contributions will be made at two percent (2%) of the employee's annual salary, excluding overtime.
2. Matching Employer contributions will be made bi-weekly and vesting is immediate.
3. Employees may make voluntary contributions in addition to their regular contributions. However, the Employer does not match voluntary contributions.
4. Employees are offered a choice in the type of investment, for example: high interest savings, bond funds, balanced fund, or equity funds. Other investment options will be offered when they become available.
5. Employees may make contributions to the Registered Retirement Savings Plan on behalf of a spouse, subject to the *Income Tax Act*.
6. Employees may withdraw from their R.R.S.P. account in exceptional circumstances. However, for each withdrawal after the first occasion, the Employer contribution will be withheld for one (1) full year.
7. Upon termination, an employee shall transfer their R.R.S.P. account balance to a personal R.R.S.P, or receive the account balance in cash (subject to taxes).
8. In the event of a death prior to retirement, the employee's designated beneficiary will receive the full value of the account balance (subject to taxation).
9. Employees will be provided with semi-annual statements of the balance of their R.R.S.P. accounts and activities related thereto, and will receive annual receipts for taxation purposes.

APPENDIX D

LETTER OF UNDERSTANDING

Between

Sooke Elderly Citizen’s Housing Society (SECHS)

(the “Employer”)

And

The British Columbia Nurses’ Union (“Union”)

The parties agree within sixty (60) days of ratification to review and update the orientation process including materials, check list, binders and computer resources.

The goal is to ensure consistency of orientation, allow new employees sufficient time to comprehend policy, procedures and workplace processes and provide a resource binder for all employees.

Linda Quigley, Lorraine Lajeunesse, Eva Wiercinski Crystol Cole and Janice Leask will take the lead on this review.

The Employer will consult with members as required.

APPENDIX E

LETTER OF UNDERSTANDING

Between

Sooke Elderly Citizen’s Housing Society (SECHS)

(the “Employer”)

And

The British Columbia Nurses’ Union (“Union”)

Re: Wage Grid

The parties agree to investigate the concept of a wage grid in the workplace for Activity Workers, RCAs, LPNs and RNs. To assist in the development, discussion and understanding of the wage grid, the employer will place the current casuals and new hires into the attached “shadow grid” based experience, following the completion of their probationary period.

The shadow grid information will be provided to a joint meeting of the parties at nine (9) and eighteen (18) month intervals with a full discussion being convened in the nineteenth (19th) month to discuss the pros and cons of the implementation of a wage grid during the next round of collective bargaining.

Labour Relations Board Mediator, David Schaub shall retain jurisdiction to assist the parties during this process.

Dated this 19th day of April 2018 in Sooke, B.C.

For the Employer

For the Union

Sandy Pedneault, Board Chair, SECHS

Laura Anderson, LRO

Kerry Williams, Ayre Manor Lodge, Director

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