

**SUNCREST  
RETIREMENT  
COMMUNITY**

**2020-  
2023**

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**COLLECTIVE AGREEMENT**

**BETWEEN**

**MANOR CARE (White Rock) Inc.  
(dba SUNCREST RETIREMENT COMMUNITY)**

**AND**

**THE BRITISH COLUMBIA NURSES' UNION**

**APRIL 15, 2020 – APRIL 14, 2023**



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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) Where the asterisk (\*) is used throughout this Agreement, it is agreed that the reference to twenty (20) work days leave of absence without pay is to be applied over the applicable calendar year. Should an employee terminate prior to completion of such year, the twenty (20) work days will be proportionately reduced. (Example: Six (6) months equals ten (10) work days. Reference Article 34 – Leave – General.)

### **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

COMMON-LAW SPOUSE means two people who have cohabitated as spousal partners for a period of not less than one (1) year.

DAY SHIFT means a shift in which the major portion occurs between 0730 and 1530 hours.

DEMOTION means a change from an employee's position to one with a lower maximum salary level.

EMPLOYEE means any person who is covered by the certification awarded by the Labour Relations Board of British Columbia (or any succeeding Acts).

EMPLOYER means Manor Care (White Rock) Inc. (dba Suncrest Retirement Community)

EVENING SHIFT means a shift in which the major portion occurs between 1530 and 2330 hours.

HEAD OFFICE OF THE UNION means the head office of the British Columbia Nurses' Union.

NIGHT SHIFT means a shift in which the major portion occurs between 2330 and 0730 hours.

PROMOTION means a change from an employee's position to one with a higher maximum salary level.

SCHEDULED DAY OFF means any day a regular employee is not scheduled to work, other than a paid holiday.

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.

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.

TRANSFER means the movement of an employee from one position to another which does not constitute a promotion or demotion.

UNION means British Columbia Nurses' Union.

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

WORKSITE means Suncrest Retirement Community.

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

## **ARTICLE 2 – PURPOSE OF AGREEMENT**

The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and employees and between the Union and the Employer, and 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.

All parties to the Agreement share a desire to provide quality health care in British Columbia, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of British Columbia are well and effectively served.

## **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 continuing employment.
- B) New employees 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 deposit of the amount of the dues, levies and assessments payable to the Union by a member of 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 the 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 within twenty-eight (28) calendar days from the date of deduction, together with a written statement containing the names of the employees for 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.

Deductions for levies and assessments shall be a percentage of wages.

## **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 their 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 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 of their return to the work area.

Stewards shall not interrupt the normal operations of the worksite.

**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 Presidents of the Unions to have access to union members to conduct union business.

**6.05 Superior Benefits**

Employees receiving benefits and/or wages specified in this Agreement, superior to those provided in this Agreement, shall remain at the superior benefit level which was in effect on the effective date of this Agreement, until such time as such superior benefits are surpassed by the benefits and/or wages provided in succeeding agreements. This provision applies only to employees on staff as of the effective date of this Agreement.

**6.06 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 or health services files. The Employee shall provide five (5) business days written notice prior to accessing the 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. The Union shall provide 5 business days written notice prior to accessing the file.

**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.

**6.07 Copies of the Collective Agreement**

The Union and the Employer agree that every employee should be familiar with the provisions of this

Agreement and their 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 Agreement shall be printed in a Union shop and bear a recognized Union label. The Union and the Employer shall agree on the size, print 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.

#### **6.08 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 stewards.

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.

#### **6.09 List of New and Terminating Employees**

The Employer shall provide the Union with a monthly list of new and terminated employees specifying the status, position and wage classification level of each employee.

#### **6.10 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. This clause shall be subject to essential service designations

### **ARTICLE 8 – UNION/MANAGEMENT COMMITTEE**

#### **8.01 Composition of Committee**

A Union/Management Committee shall be established for each Employer covered by this Agreement. The Employer and the Union shall each appoint a minimum of two (2) and a maximum of four (4) representatives to the Union/Management Committee.

#### **8.02 Chair**

The Chair of the Union/Management Committee shall alternate between an Employer representative and a representative of the Union.

### **8.03 Meetings**

Meetings of the Committee shall be held at the call of the Chair as promptly as possible upon request in writing of either party.

### **8.04 Purpose of the Committee**

In order to foster better relations between the parties, the purpose of the Committee shall be to discuss matters of mutual concern including matters pertaining to the improvement of quality care, safe practice and services. The Committee shall have the power to make recommendations to the Union and to the Employer.

### **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.

### **8.06 Stewards**

Stewards required by the employer to 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.

## **ARTICLE 9 – GRIEVANCES**

### **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, the employee(s) shall continue to work in accordance with the Agreement until the difference is settled.

### **9.02 Grievance Procedure**

The following procedure shall be used for the resolution of differences referred to in Article 9.01, other than for the suspension or dismissal of employees and Application disputes under Article 9.03 or 9.07.

#### **Step 1**

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) shall discuss the difference in a meeting with the immediate supervisor. Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated.

#### **Step 2**

If the difference is not satisfactorily settled under Step 1 then, within fourteen (14) calendar days after the completion of Step 1, the employee with a steward shall meet with the representative designated by the Employer with the authority to handle grievances at Step 2 to discuss and submit the grievance in writing.

Within a further seven (7) calendar days of receipt of the written grievance, the representative designated by the Employer shall give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

If the grievance is not satisfactorily settled under Step 2, then the steward shall notify the Union within fourteen (14) calendar days of receipt of the written response to the grievance.

Where the Union submits the written grievance, Step 1 shall be eliminated and the Union shall be substituted for the employee in Step 2.

### **Step 3**

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit).

The parties recognize they have a common interest in resolving grievances. Such resolution is promoted through providing each other with background information and documentation directly related to the grievance so that informed discussion of the issue can take place at this level.

Within a further seven (7) calendar days of the Step 3 meeting the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter, and/or arbitration within sixty (60) days after the Employer designate's decision has been received.

### **Industry Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a troubleshooter agreed to by the parties, shall at the request of either party:

- A) investigate the difference,
- B) define the issue in the difference, and
- C) make written recommendations to resolve the difference, within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

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

Failing settlement at this step, the grievance may be referred to arbitration.

### **9.03 Employer Policy 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 to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 of Article 9.02 shall apply. A copy of the grievance shall in every case be forwarded to the Union.

### **9.04 Application of Arbitration Decisions**

The arbitration award arising from a grievance filed under Article 9.02 or 9.03 is binding on the single Employer, the employees of the Employer, and the Union.

### **9.05 Amending Time Limits**

If the time limits in Articles 9.02 and 9.03 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.

### **9.06 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**

Within ten (10) calendar days of notice of the dismissal or suspension, the Employer shall notify the head office of the Union of such termination.

#### **Step 2**

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 3 of Article 9.02.

If this time limit is not complied with, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

### **9.07 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**

- A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a single arbitrator as determined by (D) below. Such 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) The arbitrator shall issue a decision which shall be final and binding upon the parties.
- C) A single arbitrator shall be used for grievances filed under Article 9.02 or 9.03.

### **10.02 Notification**

- A) The party requesting arbitration under Article 9.02 or 9.03 shall notify the other party of its intent to arbitrate and its proposed arbitrator except where the grievance procedure is included within the category of grievances scheduled for expedited arbitration under Article 10.05.
- B) The recipient of this notice shall respond within ten (10) calendar days regarding the proposed arbitrator. If agreement is not reached within a further ten (10) days, either party may request the Registrar of the Labour Relations Board to make the appointment.
- C) The party referring a grievance to expedited arbitration under Article 10.05 shall notify the other party of its referral.



### **10.03 Expenses of the Arbitrator**

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

### **10.04 Waiver of Time Limits**

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

### **10.05 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 9.03 or 9.07
  - (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, legal counsel will not be used by either party.
- 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 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) days in advance of the scheduled date of the expedited arbitration. The Employer will respond in kind within five (5) days of receipt of the Union's summary.
- I) 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.
- K) The expedited arbitrators, who shall act as sole arbitrators, shall be agreed to by the parties.

## **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 23.03 – Posting of Work Schedules)  
Employees at the commencement of their employment and at all times shall be kept advised by their Employer into which employee status they belong.

### **11.01 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 11.02, 11.03, and 11.04. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9 - Grievances.

### **11.02 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 24.01 - 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 13.01 (A) Seniority – Definition.

### **11.03 Regular Part-Time Employees**

#### **A) Definition**

Regular part-time employees are those who are regularly scheduled to work a minimum of twenty (20) hours or equivalent per week but less than the full hours as provided in Article 24.01- Hours of Work.

#### **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 12 - Anniversary Date and Increments; Reference Article 42 - Medical, Extended Health and Dental Coverage, and Group Life Insurance Coverage.)

#### **C) Seniority**

Regular part-time employees accumulate seniority in accordance with Article 13.01 (A) - Seniority – Definition.

### **11.04 Casual Employees**

#### **A) Definition**

Casual employees may be employed to work full shifts or part shifts on a continuous or intermittent basis in capacities such as:

- (1) Sickness relief
- (2) Vacation relief
- (3) Leave of absence relief
- (4) Relief pending a regular employee appointment (Reference Article 17.02 Temporary Appointments)
- (5) Temporary work load
- (6) Paid holiday relief

- (7) Overtime owing relief
- (8) Maternity and Parental leave relief
- (9) Education leave relief
- (10) Bereavement leave relief
- (11) Union leave relief

**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 to discuss the bona fides of the refusal and the continued employment of the employee.

Where there is no bona fide reason for the refusal of work, the casual employee will be deleted from the casual call-in list.

**C) Letter of Appointment**

- (1) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their classification and wage level. This letter shall also include a mutually acceptable statement of the casual employee's days and shifts of availability for work of a casual nature.

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.

- (2) **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.

- (3) **Short-Term Availability**

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than fourteen (14) 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-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 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.

- (4) **New Qualifications**

Casual employees will provide the Employer with documentation identifying any new specialist qualifications they have obtained. Such information shall be noted on the employee's personnel file and will be added to their letter of appointment at the next revision.

- (5) **Orientation**

The Employer will provide casual employees with orientation.

**D) Casual Register**

- (1) The Employer shall maintain a master casual register which shall include a list of all casual employees employed by the Employer in descending order of their seniority hours.
- (2) 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 offer casual work as defined in Article 11.04 (A) to casual employees in order of seniority providing the casual employee:
    - has the qualifications and capabilities to perform the work being relieved; and
    - has provided the employer with their availability for these shifts and hours

Where the casual employee does not meet the above criteria, the Employer will pass on to the next casual employee.

- (2) Exceptions to the above may occur to address the need to consolidate the skills of new graduate RN's.
- (3) Notwithstanding (1) above, where the Employer has received forty-eight (48) hours or less notice of a vacancy creating relief work as per Article 11.04 (A), the first shift of the vacancy and any remaining shifts in that block may be filled as the Employer deems most efficient.

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 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) Where Employers are 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 (E) (i) above.

**(6) Telephone Call-In**

- a) The Employer shall be obligated to call a casual employee only for those days and shifts for which the employee has indicated they are available pursuant to (C) (3) above.
- b) The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. The Employer shall commence by calling the most senior employee in the register who meets the criteria specified in (E) (i). The Employer shall permit the telephone to ring a minimum of eight (8) times.
- c) All such calls shall be recorded showing the name of the person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or declines the invitation to work or fails to answer the telephone. In the event of a dispute the Union shall have reasonable access to the record and shall be entitled to make copies.

- d) In the event that relief is requested with less than twenty-four (24) hours notice, the date and time of the notification shall be recorded.

(7) Effective April 2020 or at a date when the Employer text system is available:

- a) A casual employee may submit a text number and indicate their preference of how they wish to be contacted for relief work (by text or phone).
- b) When a casual employee has indicated a preference for text, the Employer may contact those employees by text message instead of by phone. Employees without text options registered shall be called as per (6) above at the phone number provided.
- c) The Employer shall commence by texting a group of employees in the registry. Those employees working at the time the shift is being called-out will be contacted in person at the unit/department of work.
- d) Casual employees contacted by text shall respond within the following time frames:
  - i) For shifts required for work within twenty-four hours – ten (10) minutes
  - ii) For shifts required within twenty-four to seventy-two hours – one (1) hour
  - iii) For shifts required greater than seventy-two hours' notice – two (2) hours

Following this process the most senior available casual will be awarded the shift(s).

- e) Where a block of shifts remains unfilled after exhausting the registry, the block may be broken up and the casual employees shall be contacted again as per above.
- f) All text messages as per the above shall be recorded in a log book maintained for the purpose which shall show the name of the employee contacted, the time of the text, the job/work required, the response of the employee (accept, decline, failure to respond, message left), and the signature of the person who sent the text. In the event of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies.
- g) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.
- h) All electronic communications regarding relief work shall include the following in the message:
  - i) Time of the electronic call-out
  - ii) Details of relief work being offered, including date, location, and shift times; and
  - iii) Any electronic or voicemail messages left shall not include any information that could result in a breach of privacy (i.e.: “Lucy called in sick”)

(8) A block of work is defined as the shifts between regular days off, or, if mutually agreeable at the local level, any combination of shifts.

- i) An arbitrator shall have the authority to award monetary damages in response to a violation of Article 11.04(E) (i) by the Employer.
- ii) 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.)

#### **F) Wage Entitlement – (RNs, RPNs, LPNs)**

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

- (1) A RN, RPN, LPN, casual employee hired having less than one (1) years’ experience (1872 hours) shall be placed at the first step of the increment scale.
- (2) A new RN, RPN, LPN, casual employee hired may receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step for each 1872 hours shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained.

Casual employees shall have the onus of providing written verification of hours worked and employers will cooperate in providing verification promptly upon request. Credit for such hours will be effective the date the employer receives the verification.

- ii) A regular employee who terminates their employment and is re-employed by the Employer as a casual employee within thirty (30) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.
- iii) When a casual employee applies for and receives a regular position, they shall retain the same increment step attained as a casual.

**G) Benefit Entitlement**

**a) Grievance and Arbitration**

Casual employees have access to the grievance and arbitration procedures. (Reference Article 9 - Grievances and Article 10 - Arbitration.)

**b) Vacation Pay and Paid Holidays**

Casual employees shall receive ten point four percent (10.4%) 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 53 - Wage Schedule and Classifications, and Article 6.05 - Superior Benefits, apply to casual employees.

**d) Benefit Entitlement**

Casual employees may purchase coverage under the plans and pay premiums on a monthly basis. Benefits available for casual employees include extended health and dental benefits. These benefits must be purchased as a package. Should a casual employee cancel these benefits, they are not entitled to repurchase the benefits as a casual employee.

**e) Benefits for Casual Employees in Temporary Appointments**

Where a casual employee fills a position, posted or appointed, pursuant to Article 17.02 and occupies the position in excess of four (4) months, they 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 (6%) vacation benefit is not to be paid out on every payday but accrued instead;
- ii) upon commencement in the appointment, the employee shall accrue sick leave in accordance with Article 39.01 and be entitled to take such accrued sick leave in accordance with Article 39.02;

Access to these benefits shall cease when either:

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

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.

**H) 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 of 1872 (care) or 2080 (food services) hours per year.

Casual employees shall be entitled to accumulate seniority in accordance with Article 13.01(B) Seniority – Definition.

Casual employees, while receiving WorkSafe BC 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:

- (1) Determine the number of hours worked in the twelve (12) month period.
- (2) Divide by fifty-two point two (52.2) weeks.
- (3) Multiply by the number of weeks on approved WorkSafe BC 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.

**I) Overtime Pay**

- a) A casual employee shall be entitled to overtime pay in accordance with Article 27.05 in the following circumstances:
  - i) The hours of work in one day exceed either:
    - (1) the normal daily full shift hours as defined in Article 26.01 Hours of Work; or
    - (2) the length of the extended shift offered and accepted.
  - ii) For any shifts worked in excess of four (4) consecutive extended shifts where the shift length is greater than eight (8) hours.
  - iii) For any shifts worked in excess of six (6) consecutive shifts where the shift length is between seven point five (7.5) and eight (8) hours.
  - iv) For any shifts worked in excess of five (5) consecutive shifts where three (3) or more of the five (5) are greater than eight (8) hours in length.
  - v) For any shifts worked in excess of 6 consecutive shifts where four (4) or more of the six (6) are between seven point five (7.5) and eight (8) hours in length.

**J) Probationary Period**

Newly hired casual employees will be probationary during their first four hundred and fifty (450) hours worked.

**ARTICLE 12 – ANNIVERSARY DATE AND INCREMENTS**

**12.01 Definition**

Increment step means the annual gradation of wages within a classification as set out in Article 53 - Wage Schedule and Classifications.

## **12.02 Increments**

A regular employee shall be entitled to increments based on straight time paid hours subject to Article 34 - Leave – General.

## **ARTICLE 13 – SENIORITY**

### **13.01 Definition**

#### **A) Regular Employee**

Seniority for a regular employee is defined as the number of straight time paid hours accrued as a regular employee, plus any straight time hours accrued, while working as a casual.

#### **B) Casual Employee**

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

### **13.02 Seniority – Maintained and Accumulated**

Seniority shall be maintained and accumulated under the following conditions:

- A) while in receipt of WorkSafe BC 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;
- F) absence due to a general unpaid leave of absence, for the first twenty (20) work days; and
- G) absence while on a EI Disability benefit for up to seventeen (17) weeks.

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

### **13.03 Employment in Excluded Positions**

- A) An employee accepting a position of a continuous nature but outside of their bargaining unit, shall retain their 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 their seniority. The maximum term of any such substitution in an excluded position shall be no greater than twenty-four (24) months in length unless otherwise agreed to with the Union.

### **13.04 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 at the worksite. The lists shall be posted the 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) name;
- ii) status (regular full-time, regular part-time, casual);
- iii) wage schedule classification;
- iv) total hours;
- v) job titles;
- vi) Social Insurance Number (subject to (B) below).

- I) In order to comply with the Income Tax Act, before the Employer releases the Social Insurance number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number.

It is agreed that the Employer will not provide the Social Insurance Number without a signed waiver.

Social Insurance Numbers will not be included on those lists posted at the worksite.

- J) 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.

#### **ARTICLE 14 – PROBATIONARY PERIOD**

- A) All regular employees shall be probationary during their first four hundred and fifty (450) hours 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.
- 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 15 – TERMINATION OF EMPLOYMENT**

##### **15.01 Employee Termination**

- A) Regular employees other than those serving a probationary period, shall give twenty eight (28) calendar days written notice of termination to a representative designated by the Employer with the authority to accept such written notice.
- B) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 41.03 - Scheduling of Vacation.
- C) Provided that twenty eight (28) days' notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of (B) above and may schedule any portion of their accrued vacation entitlement immediately prior to retirement.

### **15.02 Waiver of Notice**

The Employer may waive the written notice as set forth in Article 15.01 – Employee Termination.

### **15.03 Notice – Penalty**

A regular employee who fails to give twenty-eight (28) calendar days notice of termination shall be paid their vacation entitlement less two percent (2%); for example; an employee entitled to 6% shall be paid 4%.

### **15.04 Employer Terminations**

- A) The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination. (Reference Article 9.04 - Resolution of Employee Dismissal or Suspension Disputes.)
- B) Employer terminations are subject to the grievance and arbitration procedure. (Reference Article 9 - Grievances and Article 10 - Arbitration.)

## **ARTICLE 16 – EMPLOYEE EVALUATION**

### **16.01 Evaluations**

Formal written performance evaluations of each employee shall be carried out during the probationary period and on a regular basis thereafter.

### **16.02 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 five (5) business days written notice, access to their 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.

### **16.03 Records Removed**

- A) 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 the incident. Record of suspensions will remain on file for a period of eighteen (18) months following the expiry of the suspension.

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

### **B) 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 within the intervening period.

## **ARTICLE 17 – VACANCY POSTINGS**

### **17.01 Postings**

- A) The Employer shall post notice of all employee vacancies, describing the position, department, 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 in place of or in conjunction with paper postings.

When the Employer utilizes electronic job postings:

- a) A copy of each new electronic posting will be emailed to the steward coordinator or designate at the worksite and to each employee provided email address.
- b) Employers will ensure that employees will have reasonable access to electronic posting information.

### **17.02 Temporary Appointments**

- A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) work days, unless the Union and the Employer mutually agree to extend this time limit.
- B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of six (6) calendar months, the Employer shall post a notice relative to the vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.
- C) A regular employee who is assigned to, or on their own volition, fills a temporary appointment shall return to their former position and pay rate without loss of seniority and accrued perquisites when the temporary appointment ends.

### **17.03 Temporary Positions**

- A) The Employer may create regular temporary positions for vacation relief for more than one (1) incumbent for up to six (6) months duration.
- B) The Employer may create regular temporary project positions (i.e., grant funded, capital projects, pilot projects, or term specific assignments) for up to 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.
- C) These positions will be posted and filled in accordance with Article 17.01 - Postings. The posting will include the projected end date of the position. A casual employee who bids into any vacancy pursuant to Article 17.03(A) and (B) above will have their status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status. Internal regular employees will

return to their previous status and external candidates will return to their pre-employment status. 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.

#### **17.04 Increasing or Decreasing Regular Part-Time Employee FTE Status**

- A) Where an increase or decrease in hours is required, the Employer will determine where these hours would be best utilized/reduced. Further, where the Employer's scheduling objectives are met, the Employer will offer a part-time employee, by seniority, the opportunity to have the hours in their existing schedule increased or decreased. Where the employee accepts the offer, there shall be no requirement for displacement notice or vacancy posting of that position. This provision shall not apply if it results in a change of employee status.
- B) Where a change in scheduled hours results in an on-going change in an employee's FTE status of +/- 0.03 or less, the Employer will not be required to issue displacement notice to the incumbent. A change under this clause shall be limited to once a year except by mutual agreement.

#### **17.05 Posting of Successful Candidate**

The name of the successful candidate shall be posted within seven (7) calendar days of making the appointment(s).

### **ARTICLE 18 – PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS**

#### **18.01 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.

The parties recognize the potential benefit of expediting the filling of vacancies. When an employee has applied for postings that are equivalent to their current position, the employer may determine that no interview/assessment process shall be required, and the position shall be awarded based on seniority.

Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, they shall be given, upon request, an explanation as to why their application was not accepted.

The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate, pursuant to Article 17.05 – Posting of Successful Candidate. The Employer shall provide such reasons within a further fourteen (14) calendar days.

#### **18.02 Filling Vacancies**

In the filling of vacancies, new positions, transfers or promotions, 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.

#### **18.03 Qualifying Period**

If a regular employee is promoted or transferred to a position, then that employee shall be considered a qualifying employee in their new position for a period of ninety (90) calendar days.

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

If a regular employee is promoted to a position, either within or outside the certification, and finds the position to be unsatisfactory, they shall be returned to their previously held position.

#### **18.04 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 or new to the unit/ward to enable the employee to adjust.

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

#### **18.05 Returning to Formerly Held Position**

##### **A) From Outside of Bargaining Unit**

The returning employee who was promoted outside of the certification shall return without loss of seniority and accrued benefits and shall be slotted at the increment step to which they would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) calendar days from the date they commence work in the new position. (Reference Article 13.03 - Employment in Excluded Positions.)

##### **B) From Within Bargaining Unit**

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

##### **C) Other Employees Affected**

Any other employee who was promoted or transferred as a result of the promotions or transfers as stated above, shall be returned to their formerly held position under the same terms and conditions as stated in (B) above.

#### **18.06 Temporary Assignment to a Lower Rated Position**

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

#### **18.07 Voluntary Demotion**

An employee requesting a voluntary demotion from a higher-rated position and who is subsequently demoted to the lower-rated position, shall be paid on the increment step appropriate to the employee's continuous service with the Employer.

### **ARTICLE 19 – 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.

### **19.01 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 qualified and yet 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 their shop steward and Employer representative(s). The Employer will make available a list of current union vacancies, a current union seniority list (see Article 13.04), 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 19.01(B) above, of the position they have chosen under Article 19.01(B) (a) or Article 19.01(B) (b) or Article 19.01 (B) (c).

At the end of the seven (7) day period noted above, or earlier if it is agreed that no comparable worksite bump is available per Article 19.01(B) (c) prior to that time, the displaced employee will have a further seven (7) calendar days to notify the Employer in writing of the position they have chosen under Article 19.01 (B) (c).

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**

Where appropriate under Article 13.03 – Employment in Excluded Positions, 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) Lay-off**

If a displaced employee finds there is no satisfactory position available, they may elect lay-off.

i) **Access to Casual Work**

A laid-off employee may have access to casual work without affecting their status as a laid-off regular employee. Such an employee shall only be entitled to such benefits as are available to casual employees except as outlined in Article 19.03 – Benefits Continued.

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 19.01(B) (a), 19.01(B) (b) or 19.01(B) (c) shall be considered a qualifying employee pursuant to Article 18.04 and shall be entitled to orientation as specified in Article 18.05 – Returning to Formerly Held Position. If the employee is found to be unsatisfactory in the qualifying period, they shall be entitled to one additional access to the provisions of Article 19.01(B). If found to be unsatisfactory a second time, they shall be laid off.
- d) Any change in position under Article 19.01(B) (c) shall not result in a promotion unless agreed upon between the Union and the Employer.
- e) A displaced employee filling a lower rated position under Article 19.01(B) (a), (b) or (c) shall continue to be paid at their 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.

**19.02 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 Full-Time Employees**

- a) less than five (5) years' service – twenty-eight (28) calendar days' notice  
or  
regular pay for twenty (20) work days;
- b) minimum of five (5) years' but less than ten (10) years' service – forty (40) calendar days' notice  
or  
regular pay for thirty (30) work days;  
  
more than ten (10) years' service – sixty (60) calendar days' notice  
or  
regular pay for forty (40) work days.

B) **Regular Part-Time Employees**

Regular part-time employees require the same notice, however, pay in lieu of notice shall be prorated

and include the following:

- a) Leave without pay up to twenty (20) work days. (Reference Article 34 – Leave – General.)
- b) Entitlement as in (A) (a), (b) or (c).

**D) Application**

- a) service with a previous Employer shall not be included as service for the purpose of this Article;
- b) the period of notice must be for the time scheduled to be worked and must not include accrued vacation.

**19.03 Benefits Continued**

- A) Employees with one (1) or more years of service who are laid-off shall accrue benefits for twenty (20) work days and shall have their benefits maintained for the balance of a one (1) year period of time. (Reference Article 34 – Leave – General.)
- B) Employees with less than one (1) year of service but more than three (3) months of service who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for one (1) year period of time.
- C) For the first twenty (20) work days of lay-off as expressed in (A) above, the Employer shall continue to pay premiums under the Extended Health Care Plan, Dental Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, employees who remain laid-off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required pursuant to the said plan(s).

**19.04 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 electronic mail. The employee shall keep the Employer advised at all times of their current email address.

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 email provision.

- 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 17.01 - Postings. No new employee nor 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 18.04 and shall be entitled to orientation as specified in Article 18.05 – Returning to Formerly Held



Position. If the employee is found to be unsatisfactory in the qualifying period, they shall be returned to the recall list. Total time on the recall list shall not exceed one year.

#### **19.05 Recall Period**

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

#### **19.06 Leaves of Absence**

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

### **ARTICLE 20 – TECHNOLOGICAL CHANGE, AUTOMATION**

#### **20.01 Technological Policy**

The Parties agree that technological change includes automation or introduction of a new method of operation which adversely affects the rights of employees or their wages or working conditions.

#### **20.02 Notification**

##### **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 technological change.

##### **B) Union Notified**

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

#### **20.03 Wages on Reassignment**

An employee reassigned to a lower rated position because of the introduction of technological change, automation or new methods of operations shall continue to be paid at their current wage rate until the wage rate in the new position equals or exceeds it.

#### **20.04 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 19 – Lay-Off and Recall.

### **ARTICLE 21 – CREATION OF NEW POSITION / CHANGE IN CLASSIFICATION**

#### **21.01 Employer Notice**

If the Employer creates a new position or makes a significant change in 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 Classifications and shall provide a copy of the new job description to the Union pursuant to Article 22 – Job Descriptions.

#### **21.02 Implementation**

A) The Union will notify the Employer within forty-five (45) days of receipt of written notice whether

the classification assignment is acceptable or whether to initiate the Job Classification Review Procedure in (B) below. If the Union objects to the Employer's classification assignment, it must include reasons giving rise to the objection in its written notice to the Employer. If the Union fails to object in writing as described above, the classification/wage level assignment shall be considered as established.

#### **B) Job Classification Review Procedure**

- a) Upon initiation of the Job Classification Review Procedure, the Employer will provide the incumbent and their non-bargaining unit supervisor the job questionnaire, answer sheets, and job profile, within three (3) months of the notification to the Employer of the objection. Within fourteen (14) days of receipt of these documents, the employee and their supervisor shall each complete the questionnaire, and shall respectively indicate which job profile best fits the job in question. Each shall then submit their answer sheet and profile match to their respective Union and Employer representative.
- b) Within twenty-eight (28) days of the exchange of completed documents, referenced in Article 21.02 (B) (a), representatives of the Union shall consider factors which include the following: which profile best describes the core function of the job in question, the results of the completed job questionnaires, and how the job fits into the industry standard for like jobs. The parties shall attempt to resolve the matter through negotiations.
- c) Failing resolution of the matter by negotiations, the matter may be referred by either party to classification arbitration. The classification arbitrators shall be a mutually agreeable arbitrator. The Arbitrator shall consider the same criteria (see Article 21.02(B) (b)) as the parties in determining the appropriate classification/wage level for the job in question.
- d) Classification arbitrations will be governed by the following processes: the parties will be limited to four (4) hours' presentation each, the parties will not utilize legal counsel to present cases, and the award will be issued within thirty (30) days of the hearing. The arbitrator's decision shall be limited to determining the appropriate classification/ wage level of the job.
- e) If the Union objects to the wage structure established by the Employer, and through negotiations or arbitration succeeds in revising the wage structure, the revised wage structure shall be retroactive to the date of employment in the new position or the change in job content by the Employer.

#### **21.03 Employee Grievance**

If an employee considers there has been a significant change to the job content of the position held, the employee may initiate a grievance by using Step 1 of the Grievance Procedure. If the issue is not resolved at this step, the Job Classification Review Procedure of Article 21.02(B) above shall be utilized.

### **ARTICLE 22 – JOB DESCRIPTIONS**

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. 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. Employees shall have access to a copy of the current job descriptions. If the Union fails to object in writing within sixty (60) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.

## **ARTICLE 23 – WORK SCHEDULES**

### **23.01 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 not to change the place of an employee on a master work schedule.

### **23.02 Determination of Work Schedules**

- A) Work schedules, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level.
- B) Mutual Agreement means a common understanding between the Employer and the employees to the determination of a work schedule. Where mutual agreement cannot be achieved, the Employer may take unilateral action but only after the following six steps:
  - (1) The Employer must give the employees a clear and detailed outline of what it wishes to do.
  - (2) The Employer must have good reason(s) for making the proposal in the first place, and it must express the reason(s) to the employees and be prepared to engage in dialogue with respect thereto.
  - (3) The Employer must invite a reply from the employees, and it must give the employees a reasonable opportunity to formulate a reply and to make their own proposal(s).
  - (4) The Employer must give *bona fide* consideration to any proposals which the employees might put forward and be prepared to show that its rejection thereof was reasonable in light of its proper objectives.
  - (5) The Employer's actions and its proposed schedule of shifts must not be in breach of any other provision.
  - (6) Where the parties have not reached mutual agreement within ninety (90) days at the presentation of the changed work schedule, the Employer shall have the right to implement such schedule.

### **23.03 Posting of Work Schedules**

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

### **23.04 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) The employee may request in writing to work fixed evening or night shift.
- C) A regular employee shall not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed to by the Employer.
- D) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.
- E) 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. (Reference Article 1.02 – Definitions.)

### **23.05 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 for all time worked on the first day of the shift posting change. (Reference Article 36.04(D) - Changes in Schedule with Insufficient Notice.)

### **23.06 Voluntary Shift Exchange**

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

- A) prior approval of exchange is given by the employee's supervisor or designate. 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 over and above those expenses which would have resulted had the exchange not taken place, and
- C) Regular employees may exchange shifts with casual employees who have scheduled shifts; and
- D) Wherever possible, employees will give forty-eight (48) hours notice of shift exchange to the supervisor or designate.

### **23.07 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 to the Employer and in the circumstances the Employer reasonably believes that by reason of the grant of leave of absence a shift change shall be required resulting in overtime payments.

(Article 30 – Leave – Bereavement, Article 31 – Leave – Court Appearance, and Article 39 – Leave – Sick, do not apply.)

### **23.08 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 23.04(A) 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.

### **23.09 Periodic Evaluation**

The Employer may designate an employee working fixed evening or night shift once per year to work a period of a maximum of twenty day shifts over a maximum time period of five consecutive weeks for the purposes of evaluation. Employees working fixed day shift may be required to work evening or night shift for the same length of time.

Where the employee works less than fourteen shifts in the designated five week period, the time frame

may be extended to achieve fourteen shifts.

## **ARTICLE 24 – HOURS OF WORK, MEAL PERIODS, REST PERIODS**

### **24.01 Hours of Work**

There shall be an average of thirty-six (36) work hours per week (care), or forty hours (40) per week (food services), exclusive of meal periods, or a mutually agreed equivalent.

The normal daily full shift hours shall be seven point five (7.5) hours (care), and eight (8) hours (food services). Notwithstanding the above, where the Employer intends to introduce a normal daily full shift work schedule of less than seven point five (7.5) hours, the new work schedule, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level (Reference Article 23.02 – Determination of Work Schedules).

The base day for benefit calculation purposes is seven point five (7.5) hours (care), and eight (8) hours (food services).

The employer may introduce a thirty seven point five (37.5) hour rotation. No current employee will be required to work such schedule. The employer shall notify the union prior to introducing such rotation.

### **24.02 Consecutive Hours of Work**

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

### **24.03 Meal Periods**

- A) A meal period of at least thirty (30) continuous minutes, away from the work place, shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five (5) consecutive hours without an eating period. For clarity, Article 24.03(A) also applies to employees working overtime.
- B) When an employee is designated to be available for work during a meal period and:
- a) the employee is scheduled to work a seven and a half (7.5) hour shift and receives thirty (30) minutes for a meal period exclusive of the seven and a half (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) or eight (8) hour shift and does not receive thirty (30) minutes for a meal period exclusive of the seven point five (7.5) or eight (8) hour shift, then the employee shall receive seven point five or eight (8) 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 (1) above is recalled to duty during their meal period the provisions of (b) apply.
- C) Should an employee who has not been designated to be available for work during their meal period be recalled to duty during their 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 25 - Overtime.

**24.04 Rest Periods**

Employees working a full shift will receive one 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.

**24.05 On-Call Time**

Hours of work shall not include on-call time.

**24.06 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 25 – OVERTIME**

**25.01 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 24.01 - Hours of Work.

**25.02 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.

**25.03 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 their 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.

**25.04 Application**

A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer. Such time approved shall not be at additional cost to the Employer at the time of approval.

B) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.

C) Any overtime earned between October 1 and March 31 shall, at the option of the employee, be taken as time off or pay prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out at the employee's current rate of pay.

## **25.05 Overtime Pay Calculation**

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

- A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:
- a) For the first four (4) hours in excess of eight hours per day.
  - b) **Effective April 15, 2022**  
For the first two (4) hours in excess of the normal daily full shift hours as defined by Article 24.01 - Hours of Work;
  - c) for the first normal daily full shift hours in excess of the normal weekly full shift hours as defined by Article 24.01 - Hours of Work.
- B) Overtime at the rate of double (2x) time shall be paid on the following basis:
- a) for all hours in excess of those worked in (A) (a) above;
  - b) for all hours in excess of those worked in (A) (b) above;
  - c) for all hours worked on a regular full-time employee's scheduled day off, and for regular part-time employees for all hours worked on additional shift(s) to their regular schedule resulting in the part-time employee working:
    - i)
      - (1) In excess of 6 consecutive shifts where the shift length is between seven point two (7.5) and eight (8) hours.
      - (2) In excess of six (6) consecutive shifts where four (4) or more of the six (6) are between seven point two (7.5) and eight (8) hours in length.
    - ii) more than two hundred and twenty-five (225) (care) or two hundred and forty (240) (food services) straight time hours over the course of three (3) consecutive bi-weekly pay periods.

Employees will not be entitled to overtime under more than one of (i) or (ii), where overtime premiums have already been paid under either of these provisions.
- C) Overtime at the rate of one and one-half (1.5) times the appropriate holiday rate shall be paid on the following basis:
- i) for all overtime hours worked on a calendar paid holiday;
  - ii) for all overtime hours worked on a day which had originally been scheduled as a paid holiday but was changed by the Employer with less than fourteen (14) calendar days' notice.

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

### **26.01 Definitions**

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

ii) is not on-call and returns to duty, at the Employer's request, after the completion of their shift.

C) 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.

### **26.02 Application**

During the time the employee is receiving call-back pay, the on-call premium shall not apply.

### **26.03 On-Call**

#### **A) Premium**

An employee on-call shall be paid premium of three dollars and seventy-five cents (\$3.75) per hour for the first seventy-two (72) hours on-call in a calendar month. Thereafter, the employee shall receive four dollars and twenty-five cents (\$4.25) per hour.

#### **B) On-Call Limited**

Every effort shall be made to avoid placing an employee on-call on the evening prior to or during off-duty days.

### **26.04 Call-Back**

#### **A) Compensation**

Employees called back to work after the completion of their shift, or called back to work on a scheduled day off while being paid the on-call premium, shall be paid a minimum of two (2) hours pay at the appropriate overtime rates provided in Article 25.05 – Overtime Pay Calculation for each separate call-back.

#### **D) Call-Back on a Paid Holiday**

An employee receiving the on-call premium specified in Article 26.03 – On-Call and who is called back to work on any of the paid holidays listed in Article 36 – 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.

E) For the purposes of this Article, a scheduled day off shall mean any day other than a paid holiday on which an employee is not scheduled to work.

### **26.05 Application of Call-Back**

#### **A) Functions of Employee on Call-Back**

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

#### **F) Employee Option: Time Off or Pay**

Hours worked under this Article shall be taken at the option of the employee as time off or pay. Should the option be time off, such time off shall be accumulated and taken at a time agreed to by the employee and the Employer. Such time approved shall not be at additional cost to the Employer at the time of approval.

### **26.06 Call-Back Travel Allowance**

An employee called back to work shall receive call-back travel allowance as follows:

A) fifty two cents (\$0.52) per kilometre;



or

- B) where public or private transportation facilities are not available, taxi fare from home to work and return.

In either (A) or (B) above, an employee shall be paid a minimum of two dollars (\$2.00) for each round trip.

#### **26.07 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.

### **ARTICLE 27 – RESPONSIBILITY PAY**

A nurse designated in charge of the worksite at any time during a shift shall be paid an allowance of one dollar and twenty-five cents (\$1.25) per hour for the entire shift.

### **ARTICLE 28 – NON-DISCRIMINATION**

- A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.
- C) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- D) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee on the basis of sexual orientation.
- E) 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 29 – 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 WorkSafe BC and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each 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.

#### **29.01 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 as between the

Employer and the Union, with equal representation, and 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.

### **29.02 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, and other immunization (with the exception of a 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 affect on the employee's health.

### **29.03 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. Employers 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 has a history of socially inappropriate 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 socially inappropriate resident 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 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.

### **29.04 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 a transfer is not feasible, the pregnant employee, if they so request, will be granted an unpaid leave of absence until maternity leave commences.

### **29.05 Provision for Immunizations**

- A) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.

D) 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.

**29.06 Workload**

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

**ARTICLE 30 – LEAVE – BEREAVEMENT**

**30.01 Application**

Bereavement 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, step-child, parent (or alternatively step-parent), brother, sister (or alternatively step-brother or step-sister), mother-in-law, father-in-law, grandparents, grandchild, legal guardian and a relative permanently residing in the employee’s household or with whom the employee permanently resides.

**30.02 Leave – With Pay**

Bereavement leave of absence with pay shall be granted for three (3) work days.

**30.03 Leave – Without Pay**

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

**ARTICLE 31 – 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 themselves a party to the proceedings, shall be granted a leave of absence without pay equal to the length of the court duty.
- B) 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 32 – LEAVE – EDUCATION – STAFF DEVELOPMENT PROGRAMS**

**32.01 Transfer of Function**

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 employees required to perform the function.

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

**32.02 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 will be paid at the applicable rate of pay.

### **32.03 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, necessary travelling and subsistence expenses. Courses identified by the joint OH&S Committee to promote a safe and healthy workplace and approved by the Employer, shall be treated like Employer requested leave.

#### **B) Duration and Expenses**

A regular employee shall be granted leave from scheduled work shifts without loss of pay, and reasonable expenses, to take courses where the Employer has approved an employee request to take such courses or where the Employer has offered such courses to the employees on an optional basis.

#### **C) Employer Approved Education Programs**

Regular employees attending Employer approved education programs where the Employer pays one hundred and fifty-six (156) hours or more for the employee to participate, must return to work for one (1) year subsequent to the completion of the training or repay the total cost (including wages) of the education program to the Employer. This clause will apply to employees who commence an education program on or after the effective date of this agreement.

## **ARTICLE 33 – LEAVE – ELECTIONS**

Employees who are eligible to vote in a Federal or Provincial election or referendum shall be entitled to four (4) consecutive hours for Provincial Elections and three (3) consecutive hours for Federal Elections 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 themselves from work they shall suffer no loss of salary for the scheduled hours away from work.

## **ARTICLE 34 – LEAVE – GENERAL**

### **34.01 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. Any excess over twenty (20) work days in any calendar year shall be deducted from length of service in the computation of benefits and for increment progression purposes unless otherwise mutually agreed upon by the Union and the Employer. The employee shall be responsible for all healthcare benefit premium costs in excess of twenty (20) days leave of absence without pay.

Article 40.01 (G) - Union Leave of Absence, shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

### **34.02 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 may be granted at the Employer's discretion. Reasonable notice of at least eight (8) 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 at least forty-eight (48) hours prior to the commencement date of the requested leave. Leave shall not be granted to take alternate employment.

### **34.03 Increments**

Leave of absence shall not affect annual increments, when granted for educational purposes and parental leave. (Reference Article 12 - Anniversary Date and Increments.)

## **ARTICLE 35 – MATERNITY/PARENTAL LEAVE**

The leave provisions under this article shall be consistent with the *Employment Standards Act*.

### **35.01 Maternity Leave**

A pregnant employee is entitled to up to seventeen (17) consecutive weeks of unpaid maternity leave. This leave may start no earlier than thirteen (13) weeks before the expected birth date and must end no earlier than six (6) weeks after the birth date unless the employee requests a shorter period.

If maternity leave is requested after the birth of a child, the employee is entitled to up to seventeen (17) consecutive weeks of leave beginning on the date of birth.

If maternity leave is requested after termination of a pregnancy, the employee is entitled to up to six (6) consecutive weeks of leave beginning on the terminate date.

An initial period of leave may be extended by up to six (6) consecutive weeks if an employee is unable to return to work for reasons relating to the birth or termination of a pregnancy.

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

If an employee on leave asks to return from leave earlier than six (6) weeks after the birth, the Employer may require the employee to provide a doctor's or nurse practitioner's certificate stating the employee is able to resume work.

An employee shall make every effort to give twenty one (21) days' notice prior to the commencement of maternity leave, and at least twenty one (21) days' notice of their intention to return to work prior to the termination of the leave of absence.

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

### **35.02 Parental Leave (including Adoption Leave)**

A birth mother who takes maternity leave is entitled to up to sixty-one (61) consecutive weeks of unpaid parental leave. A birth mother must begin their parental leave immediately after their maternity leave ends, unless they and the employer agree otherwise.

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

An initial period of parental leave may be extended up to five (5) consecutive weeks if the child requires an additional period of parental care.

The Employer may require an employee to provide a doctor's or nurse practitioner's certificate or other evidence that the employee is entitled to the leave or leave extension.

A birth mother may receive up to seventy-eight (78) weeks of combined maternity and parental leave, commencing no more than thirteen (13) weeks before the expected birth.

The employee shall furnish proof of adoption.

### **35.03 Benefits**

- A) For the first 20 work days of such leave the employee shall be entitled to the benefits under Article 34 - Leave-General.
- B) The service of an employee on maternity and/or parental leave/adoptive leave shall be considered continuous for the purpose of any pension, medical, or other benefit plans and the Employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

### **35.04 Additional Leave**

Any further leave granted beyond the allowable leave periods of Article 35.01 and 35.02 will be unpaid leave without any benefits.

### **35.05 Return to Employment**

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

### **35.06 BCESA Compliance**

The provisions of this article shall be consistent with the *Employment Standards Act*.

## **ARTICLE 36 – LEAVE – PAID HOLIDAYS**

### **36.01 Paid Holiday Entitlement**

Each regular employee shall receive a day off or pay in lieu, on or for the following paid holidays and any other general holiday proclaimed by the Federal or Government:

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

### **36.02 Payment for Paid Holidays**

- A) A regular full-time care employee shall receive regular pay for each day off for the aforementioned paid holidays. Paid holidays are included in the work schedule.
- B) A regular full-time food service employee shall receive a days pay in the pay period when the paid holiday falls.
- C) A regular part-time care employee shall receive (4.4%) on every pay deposit and shall receive a day off included in the schedule.

- D) A regular part-time food service employee shall receive (4.4%) on every pay deposit.
- E) A casual employee shall receive (4.4%) paid holiday pay on every pay deposit as part of the compensation for casuals outlined in Article 11.04 (G) (b).

**36.03 Work On A Paid Holiday**

**A) Regular Employee**

A regular employee required to work on the aforementioned paid holidays shall be paid at the rate of one and a half (1.5) times for all hours worked in the day, provided that Articles 25.05, 26.04, and 36.04 are not applicable. The rate of one and a half (1.5) times shall be paid for a shift when one-half (1/2) or more than one-half (1/2) of the hours fall within 0001 hours and 2400 hours on the named day. In such cases the rate of one and a half (1.5) times shall be paid for the total hours worked.

**a) Casual Employee**

A casual employee who works on a paid holiday listed in Article 39.01 shall be paid one and one half (1.5) times their rate of pay.

**36.04 Premium Rates of Pay**

**A) Overtime**

Overtime at the rate of one and one-half (1.5) times the appropriate paid holiday rate shall be paid to an employee for all overtime hours worked on the paid holiday. (Reference Article 25.05 – Overtime Pay Calculation.)

**B) Call-Back**

Call-back pay at the rate of one and one-half times (1.5) the appropriate paid 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 26.04 - Call-Back on a Paid Holiday.)

**C) Three Different Shifts Worked in Any Seven Consecutive Days**

If a regular full-time employee is scheduled to work three (3) different shifts in any seven (7) consecutive day period and if the employee works on one of the paid holidays listed in Article 39.01- Paid Holiday Entitlement as the third shift change, then unless this arrangement is requested by the employee, the employee shall be paid one and one-half (1.5) times the appropriate paid holiday rate for all hours worked on the paid holiday.

**D) Changes in Schedule With Insufficient Notice**

Should the Employer change the work schedule without ten (10) 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 the appropriate overtime rate for all hours worked and receive another day off with pay as a rescheduled paid holiday.

**36.05 Paid Holiday Coinciding With A Rest Day**

Where a paid holiday falls on the regular employee's day off, the employee shall receive an additional day off with pay or pay in lieu.

**36.06 Paid Holiday Coinciding With A Vacation**

Where a paid holiday falls within a regular employee's vacation, the employee shall receive an additional day off with pay or pay in lieu.

**36.07 Christmas Day or New Year’s Day**

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

**36.08 Sick Leave on a Paid Holiday**

Where a regular employee has been on sick leave immediately prior to the employee’s scheduled paid holiday and immediately following such paid holiday, then the scheduled paid holiday shall become a day to which sick leave credits shall be applied and the day shall be rescheduled.

**ARTICLE 37 – LEAVE – PROFESSIONAL MEETINGS**

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

**ARTICLE 38 – 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 34 - Leave – General.)

**ARTICLE 39 – LEAVE – SICK**

**39.01 Accumulation**

- A) Regular full-time employees shall receive .833 working days sick leave credits for each month of service.
- B) Regular part-time employees will receive a pro-rated amount of sick leave credits as referenced above based on straight time hours paid.
- C) Sick leave calculations include leave without pay up to twenty (20) working days. (Reference Article 34 - Leave – General.)
- D) Sick leave credits, if not used, shall continue to accumulate to a maximum of 500 hours.

**39.02 Payment**

Regular employees shall receive seventy-five percent (75%) of their regular pay for scheduled work hours lost.

**39.03 Proof of Sickness**

Sick leave with pay is only payable because of sickness or injury.

When the Employer has met with the employee and has established either a pattern of illness, excessive illness, or has a reasonable cause to believe that the sick leave request is not legitimate, the Employer may require the employee to provide a physician’s certificate to support the sick leave request.

**39.04 Benefits Accrue**

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

**39.05 Notice Required**

Employees must notify the Employer prior to the commencement of their shift of any anticipated absence from duty because of sickness and employees must notify the Employer prior to their return to work.



### **39.06 Expiration of Sick Leave Credits**

Employees who are absent due to sickness beyond their accumulated sick leave credits shall be placed on an unpaid leave of absence.

### **39.07 Leave – WorkSafe BC**

#### **A) Entitlement to Leave**

An employee shall be granted WorkSafe BC leave in the event that the WorkSafe BC determines that the employee has established a wage replacement claim and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer.

#### **B) Benefit Entitlement**

When an employee is on a WorkSafe BC wage replacement claim all benefits of the Agreement will continue to accrue. 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.

#### **C) 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.

#### **D) Continuation of Employment**

Employees who qualify for WorkSafe BC coverage 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 their former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 13 - Seniority and Article 19 – Lay-off & Recall.

#### **E) 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 accumulated sick leave.

### **39.08 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.

### **39.09 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 accumulated sick leave when the employee is unable to arrange the appointment for their normal off-duty hours.

B) The employee will be required to furnish proof of need in (A) above.

### **39.10 Sick or Injured Prior to Vacation**

In the event an employee is sick or injured prior to the commencement of their vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and agreed to by the Employer, or the time shall be credited for use at a later date.

### **39.11 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 39.06 – Expiration of Sick Leave Credits shall apply upon expiration of sick leave credits should additional leave be requested.

## **ARTICLE 40 – LEAVE – UNION**

### **40.01 Union Leave of Absence**

An employee on an unpaid Union leave of absence shall have their 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.

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) selected by the Union or its members as a delegate to attend the Provincial Bargaining Conference.
- E) selected by the Union or its members as a delegate to attend regional Bargaining Conference.
- F) 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.
- G) 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 34 – Leave - General.
- H) 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 they 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, group life and 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 their former position with the Employer, and shall be provided with an adequate period of orientation upon their 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 41 – LEAVE – VACATION**

### **41.01 Vacation Entitlement**

- A) Regular employees shall be entitled to vacation leave based on length of service.
- B) June 30th shall be the cut-off date for the annual accrual of vacation entitlement.
- C) Regular full-time employees shall be entitled to vacation leave at their regular rate of pay when the qualifying year(s) of service are attained before July 1, as follows:

*0 to 5 years of regular status - 6%*

*Greater than 5 years of regular status - 8%*

- D) Regular part-time employees are entitled to vacation leave on a pro rata basis.
- E) Regular employees with less than one (1) year's service on the July 1 cut-off date shall receive vacation on a pro rata basis.
- F) Vacation accrued from July 1 to June 30 will be taken from January 1 to December 31 of the following year.
- G) 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. Application of the foregoing shall not be governed by the provisions of Article 41.03 - Scheduling of Vacation.

### **41.02 Terminating Employees**

- A) When a regular employee with more than twelve (12) months' service terminates employment, the Employer shall pay for vacation entitlement accrued to the date of termination, less vacation pay if any, paid in accordance with this Article.
- F) When a regular employee with less than twelve (12) months' service terminates employment, the employee shall be paid, as vacation pay, six (6%) of their gross wages, less vacation pay, if any, paid in accordance with this Article.

### **41.03 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.

C) Employees shall submit their vacation requests to their supervisor before:

- i) October 1 for the period January 1 to April 30
- ii) February 1 for the period May 1 to December 31

The employer must approve vacation requests within 30 days of the above dates

D) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.

E) Vacation entitlement accrued to June 30 (inclusive) shall be taken no later than December 31<sup>st</sup> in the current year unless otherwise required by operational necessity.

Despite the above, where an employee's vacation is cancelled by the Employer due to operational requirements, the employee may elect to carry over up to seven (7) days to be used no later than June 30 in the following year.

Unused vacation shall be paid out at straight time rates by the last pay period of February of the following year. Payout shall not include any carryover of vacation pursuant to the above.

F) Vacations shall be scheduled in accordance with the principle of seniority. Employees failing to exercise their rights within the vacation selection time posted by the employer shall forfeit their rights in respect to choice of vacation time.

G) 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 their vacation shall not receive their choice of when they wish to take the subsequent portion of their vacation until all other employees in the unit have made their first choice of vacation time.

#### **41.04 Vacation Entitlement Earned During Vacation**

Vacation entitlement shall be earned during vacation periods, except for accrued entitlement paid on termination.

### **ARTICLE 42 – EXTENDED HEALTH AND DENTAL COVERAGE, AND GROUP LIFE INSURANCE**

#### **42.01 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) consistent with and outlined in the Community Services Benefits Trust (CSBT) as amended September 1<sup>st</sup> 2018 include, but are not limited to Prescription Medications, Vision Care, Paramedical Coverage, Critical and Serious Illness Benefit, Hospital Room coverage, Medical Travel Insurance, Employee & Family assistance Program, and other services as outlined in the CSBT Employee Benefits Handbook.
- 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 extended health care plan is a condition of employment for regular employees who are not members or dependents of members of another approved extended health care plan.

D) The extended health care plan becomes effective for regular employees after three (3) months or 450 hours of continuous service, whichever comes first.

#### **42.02 Dental Coverage**

The Employer shall pay one hundred percent (100%) of the monthly premiums for Dental Plan for regular employees and their eligible dependents (including common-law spouses) consistent with and outlined in the Community Services Benefits Trust (CSBT) as amended September 1<sup>st</sup> 2018. The plan includes coverage as follows:

- a) Basic Dental Care – 80%
- b) Routine Dental Care – 80%
- c) Restorative Care – 50%

#### **42.03 Dependents**

An eligible dependent for the purposes of Articles 42.01, 42.02 and 42.03 is one who is listed on the employee's tax deduction return form (TD1) or who is acceptable to the plans, but does not include those individuals referred to in parts (B) of the above specified Articles.

#### **42.04 Group Life Insurance Plan**

The Employer shall pay one hundred percent (100%) of the monthly premiums for a Life Insurance plan and related coverage for regular employees consistent with and outlined in the Community Services Benefits Trust (CSBT) as amended September 1<sup>st</sup> 2018.

#### **A) Benefits**

The plan shall provide basic life insurance and accidental death and dismemberment insurance and other benefits as outlined in the CSBT Employee Benefits Handbook as amended September 1<sup>st</sup> 2018.

### **ARTICLE 43 – WORKSAFE BC**

All employees shall be covered by the provisions of the Workers' Compensation Act. (Reference Article 39 – Leave – Sick.)

### **ARTICLE 44 – EMPLOYMENT INSURANCE**

#### **44.01 Coverage**

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

#### **44.02 Rebates**

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

### **ARTICLE 45 – PENSION PLAN**

#### **45.01 Pension Plan**

1. All regular employees, upon successful completion of the probationary period or after three (3) months as a regular employee, whichever is later, shall have the option of enrolling in the Registered Retirement Savings Plan (Group RRSP). Participation in the plan is voluntary.
2. Employees will be given the Group RRSP enrollment form upon hire as a regular employee so they may elect to participate in the plan at the end of probation. Should an employee later elect to participate

in the plan the employee may do so by completing and submitting the Group RRSP enrollment form. Group RRSP contributions and deductions would then start on the next pay period.

- i) Employee contributions to the Plan through payroll deduction will be 2% of regular earnings, with the employer contributing a matching 2%.
3. Employees may opt to increase or decrease their contribution levels, as noted in (3) above, on January 1<sup>st</sup> of each year by providing thirty (30) days written notice to the Employer.
4. The Employer will administer the Plan.
5. The Employer will ensure that all new regular employees are informed of the options available to them under this group RRSP.
6. Employees shall be able to increase their contribution rate above 2%, but any rate amount exceeding the 2% noted above shall not be matched by the Employer. Contributions shall be through payroll deduction.

#### **ARTICLE 46 – 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 their duties for the Employer, and
- B) assume all costs, legal fees and other expenses arising from any such action.

#### **ARTICLE 47 – PREVIOUS EXPERIENCE**

##### **47.01 Regular Employees**

Where a new employee is employed for a regular position, salary recognition shall be granted for relevant nursing experience as determined by the Employer.

#### **ARTICLE 48 – PAYMENT OF WAGES**

##### **48.01 Wages**

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

##### **48.02 Retroactive Pay and Benefits**

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

##### **48.03 Pay Days**

Employees shall be paid by direct deposit.

##### **48.04 Statement of Wages**

An Employer shall, on every pay day, provide to each employee a statement of wages of their pay period stating:

- A) in the case of an hourly paid employee, the hours worked;
- B) the employee's wage rate and where the rate varies, the hours worked at each rate, plus an

accumulated figure of hours worked;

- C) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- D) any premium, or other payment to which the employee is entitled;
- E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- F) the amount being received by the employee;
- G) sick leave credits used within the pay period and accumulated balance;
- H) vacation hours taken within the pay period.

The Employer shall provide the statement of wages to employees through electronic means. This information is subject to privacy legislation.

Where Employers provide such statements electronically, they will provide information to employees on how to access their information.

## **ARTICLE 49 – GENERAL CONDITIONS**

### **49.01 Use of Personal Vehicle on Employer’s Business**

- A) Where the use of an employee’s vehicle for Employer business is not normally required as part of their duties, the use of the employee’s vehicle for Employer business is strictly voluntary.

Should use of such vehicle be required in the performance of her duties, excepting call-in or call-back, the Employer shall bear the responsibility of all extra insurance premiums which may arise from such usage.

During such usage, all the terms and conditions of this agreement shall apply including the call-back travel allowance of Article 26.06 – Call-Back Travel Allowance.

### **49.02 Personal Property Damage**

- A) 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.
- B) Where an employee’s vehicle is damaged by a person in the care or custody of the Employer, or by any other person/event where the employee is using their vehicle while working, the Employer shall reimburse the lesser of the actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of five hundred dollars (\$500.00).

No reimbursement shall be paid in those cases where the damage was sustained as a result of the employee’s actions.

### **49.03 Laundry**

Uniforms provided by the Employer to employees will be laundered by the Employee.

#### **49.04 Registration**

- A) To practice as a nurse, an employee must be authorized to do so under the provisions of the *Health Professions Act* and the respective Regulations. Such authorization must be in effect on or by the applicable annual registration date of the respective College.
- B) At the Employer's request, a Nurse is required to confirm their authorization to practice by presentation of their registration card, licence, permit or other proof acceptable to the Employer.

#### **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 – PROFESSIONAL RESPONSIBILITY CLAUSE (RNS, RPNs, LPNs)**

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

- A) Care concerns;
- B) Safety of residents and staff; and
- C) Workload.

#### **Step One:**

An employee with a concern will discuss the matter with their excluded supervisor or designate with the objective of resolving the concern. At their request, the employee may be accompanied by a shop steward.

#### **Step Two:**

If the matter is not resolved to their satisfaction, the employee may submit the Professional Responsibility Complaints Form to their excluded supervisor or designate and the Operations Manager or designate within fourteen (14) calendar days of their discussion with their excluded supervisor or designate. The excluded supervisor or designate and the Operations Manager or designate shall meet with the employee to discuss resolution of the concern. At their request, the employee may be accompanied by a shop steward. The Operations Manager or designate shall respond to the employee in writing within fourteen (14) calendar days of the meeting with the employee.

#### **Step Three:**

If the matter remains unresolved the employee may talk with the Union about pursuing the matter to trouble-shooter for resolution.

#### **ARTICLE 52 – EFFECTIVE AND TERMINATING DATES**

- A) This Agreement shall be effective from April 15, 2020 – April 14, 2023 and shall remain in force and be binding upon the parties until 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 53 – WAGE SCHEDULES AND CLASSIFICATIONS**

<b>Current</b>	<b>Probation</b>	<b>450hrs</b>	<b>1951hrs</b>	<b>3900hrs +</b>
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
<b>LPN</b>	\$24.00	\$24.50	\$25.00	\$25.75
<b>Care Aide</b>	\$19.50	\$19.89	\$20.29	\$20.69
<b>Dietary Aide</b>	\$15.15	\$15.45	\$15.75	
<b>Cook</b>	\$22.37	\$22.82	\$23.28	\$23.75
<b>April 15, 2020</b>	<b>Probation</b>	<b>450hrs</b>	<b>1951hrs</b>	<b>3900hrs +</b>
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
<b>LPN</b>	\$24.48	\$24.99	\$25.50	\$26.27
<b>Care Aide</b>	\$19.89	\$20.29	\$20.70	\$21.10
<b>Dietary Aide</b>	\$15.45	\$15.76	\$16.07	
<b>Cook</b>	\$22.82	\$23.28	\$23.75	\$24.23
<b>April 15, 2021</b>	<b>Probation</b>	<b>450hrs</b>	<b>1951hrs</b>	<b>3900hrs +</b>
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
<b>LPN</b>	\$24.72	\$25.24	\$25.76	\$26.53
<b>Care Aide</b>	\$20.09	\$20.49	\$20.90	\$21.31
<b>Dietary Aide</b>	\$15.61	\$15.92	\$16.23	
<b>Cook</b>	\$23.05	\$23.51	\$23.98	\$24.47
<b>April 15, 2022</b>	<b>Probation</b>	<b>450hrs</b>	<b>1951hrs</b>	<b>3900hrs +</b>
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
<b>LPN</b>	\$24.97	\$25.49	\$26.01	\$26.79
<b>Care Aide</b>	\$20.29	\$20.70	\$21.11	\$21.53
<b>Dietary Aide</b>	\$15.76	\$16.08	\$16.39	
<b>Cook</b>	\$23.28	\$23.74	\$24.22	\$24.71

<b>Current</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>	<b>Level 8</b>	<b>Level 9</b>
<b>RN/RPN</b>	\$32.77	\$34.03	\$ 35.30	\$36.56	\$37.82	\$39.08	\$40.35	\$41.54	\$43.03
<b>April 15, 2020</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>	<b>Level 8</b>	<b>Level 9</b>
<b>RN/RPN</b>	\$33.43	\$34.71	\$36.01	\$37.29	\$38.58	\$39.86	\$41.16	\$42.37	\$43.89
<b>April 15, 2021</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>	<b>Level 8</b>	<b>Level 9</b>
<b>RN/RPN</b>	\$33.76	\$35.06	\$36.37	\$37.66	\$38.96	\$40.26	\$41.57	\$42.79	\$44.33
<b>April 15, 2022</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>	<b>Level 8</b>	<b>Level 9</b>
<b>RN/RPN</b>	\$34.10	\$35.41	\$36.73	\$38.04	\$39.35	\$40.66	\$41.98	\$43.22	\$44.77

The above wage rates become effective on the first day following the cancellation or expiry of the Provincial Order regarding implementation of the Provincial Wage Grid.

## SIGNING BONUS

A current employee at the date of ratification (July 15th, 2021) (the “employee”) may be eligible to receive a signing bonus of up to a maximum of \$500.00, based on total compensable hours earned from the Employer between April 15, 2020 and April 14, 2021 (“the time period”). Eligibility criteria are below.

### Employee who commenced work before April 15, 2020:

- A) A regular full-time employee who has been compensated for full-time hours during the time period shall receive the maximum signing bonus of \$500.00.
- B) A regular-part time employee, or a regular full-time employee who has not been compensated for full-time hours during the time period, shall receive a signing bonus, based on proration of their total compensable hours versus full-time annual straight time hours (2,040 annual hours for Food Service employees and 1,872 annual hours for Care employees).
- C) A casual employee who has received earned income from the Employer during the time period, shall also receive a signing bonus, based on the same proration calculation in (B).
- D) An employee in (b) or (c) shall receive a signing bonus of minimum \$200.00. Their signing bonus shall not exceed the maximum of \$500.00.
- E)
  - o Example 1:  
A Care employee has a total of 1,200 compensable hours in the time period.  
1,200 hours divided by 1,872 FTE hours = 0.64  
0.64 X \$500.00 = \$320.00  
This employee shall receive \$320.00 signing bonus.

○ Example 2:

A Food Service employee has a total of 650 compensable hours in the time period.

650 hours divided by 2,040 FTE hours = 0.32

$0.32 \times \$500.00 = \$160.00$ .

This employee shall receive the minimum \$200.00 signing bonus.

**Employee who commenced work on or after April 15, 2020:**

F) The employee shall receive a signing bonus, based on proration of their total compensable hours versus full-time annual straight time hours during the time period (2,040 annual hours for Food Service employees and 1,872 annual hours for Care employees).

**SIGNATURES OF THE PARTIES**

*PLEASE PRINT NAME AND SIGN*

<b>Signed on behalf of the Employer</b>	<b>Signed on behalf of the Union</b>
Peter Kafka, Consultant	Peter Knapp, LRO/Negotiator
Berton Evertt, Owner	William Hwang, LRO/Negotiator
	Amandeep Nahal, BCNU Bargaining Committee
<b>Date: November 25, 2021</b>	<b>Date: November 2, 2021</b>

## APPENDIX A

### MEMORANDUM OF UNDERSTANDING

#### ADDRESSING WORKPLACE VIOLENCE AND RESPECT IN THE 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 regional violence prevention subcommittee;
- 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 B**

**MEMORANDUM OF AGREEMENT**

**RE: JOB SECURITY – NO CONTRACTING OUT**

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

Not later than ninety (90) days prior to the expiry of the Collective Agreement, the Employer shall notify the Union if it intends to contract out any bargaining unit work following the expiry of the Collective Agreement.

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

This letter expires on April 14, 2023.

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