



**COLLECTIVE AGREEMENT**

**BETWEEN**

**FORT LANGLEY SENIORS COMMUNITY  
PARTNERSHIP**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**October 1, 2021 to September 30, 2024**

Note: underlined text is new language for 2021 - 2024

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**BETWEEN:**

**Fort Langley Seniors Community Partnership  
(The “Employer”)**

**AND:**

**Hospital Employees' Union  
(The “Union”)**

**ARTICLE 1 - PURPOSE**

**1.01** The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those who come within the scope of the Agreement and to provide a procedure for the timely disposition of grievances.

It is the mutual intent of the parties that all employees, managers, and Union Representatives treat each other with dignity, respect, courtesy, and trust, and that these principles shall also apply in all dealings with residents, visitors, doctors, administrators, and non-bargaining unit employees. It is further the intent of the parties that the provisions of this Agreement advance these goals.

The Employer and the Union share a commitment to provide high quality, therapeutic, accessible, affordable healthcare to the communities we serve. The Employer and Union further agree that they use their best efforts to provide the highest level of resident care and that they will work together to improve the lives of the people and communities they serve by respecting the inherent value and worth of each person; working together with people who support common values and visions to achieve shared goals; acting in ways that demonstrate compassion and promote respect for all persons and each other; cultivating the resources entrusted to promote healing and wholeness; and exceeding expectations through teamwork and innovation.

**1.02** The Employer and the Union recognize that the business in which the Employer is engaged is highly competitive and that

the Employer must be able to maintain an efficient, cost effective operation and improve itself in a highly competitive market. The Employer and the Union also recognize that it is essential to ensure a high level of resident service and to maintain the flexibility necessary to meet resident needs without interruption or interference with work.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

**2.01** The Employer recognizes the Union as the sole bargaining agent on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

**2.02** Persons not in the bargaining unit, including employees, may perform any work assigned to them whether performed by bargaining unit members or otherwise. It is not the intent of this provision that layoffs of bargaining unit members would occur as a result of such assignment, or that such work would be regularly assigned to non-bargaining unit persons, unless such work was not exclusive to the bargaining unit prior to the application of this Collective Agreement.

**2.03** It is understood that members of the immediate family of residents shall not be considered Volunteers for the purposes of this Article, except that, the use of any person not in the bargaining unit to perform “work” usually performed by members of the bargaining unit shall not result in a lay-off or reduction of hours for any bargaining unit employee.

## **ARTICLE 3 - DEFINITIONS**

**3.01** A regular full-time employee is one who works full-time on a regular scheduled basis. Full-time hours are thirty-seven-and-one-half (37½) hours per week.

A regular employee who works full-time hours on a 5-2, 5-3 rotation shall also be deemed full-time.

**3.02** A regular part-time employee is one who works less than full-time on a regular scheduled basis. Regular part-time employees accumulate seniority on an hourly basis.

**3.03** A casual employee is one who is not regularly scheduled to work other than as described in Article 36.01 (a). Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the Article 36.

**3.04** Common law spouse means two people who have cohabited as spousal partners for a period of not less than one year. This definition applies to Articles 23, 26 and 32 of this Agreement.

**3.05** All reference to the male gender in this Agreement shall be read as applying to the female gender where the context would apply.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

The management of the Employer's business, 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

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



**ARTICLE 5 - DEDUCTION OF UNION DUES**

**5.01** The Employer agrees to the deduction of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

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

**5.03** The Employer shall provide the Union's Provincial Office and the Local Union designate with a list of all bargaining unit employees hired, and all bargaining unit employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month. This list will include their employee status and the amount of dues or equivalent monies currently being deducted from each employee. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed upon fashion.

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

**5.05** On the first full pay period following January 1 and July 1 of each year the Employer shall provide to either the Secretary-Treasurer of the Local and the Senior Union Official of the Union, a list of all employees in the bargaining unit, their job titles, status, seniority, wage rates, benefit status, regularly scheduled shift, addresses and their cell phone and home phone telephone numbers and email addresses, if known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided via [memberupdates@heu.org](mailto:memberupdates@heu.org).

**5.06** The Union shall indemnify and save harmless the

Employer, including its agents, and employees, from any and all claims or actions brought by an employee arising out of or in any way related to the deductions made in accordance with this Article.

**5.07** Employees who are members of the Union at the date of the execution of this Collective Agreement shall maintain membership in the Union as a condition of employment.

**5.08** All employees hired after the date of the execution of this Collective Agreement shall join the Union and maintain membership as a condition of employment.

**5.09** Employees who are not members shall have the equivalent of regular Union dues deducted from their wages in accordance with the Dues Check Off Provision 5.01 and 5.02 of this Collective Agreement.

**5.10** The Union shall indemnify the Employer in respect of any disputes concerning the application of this clause.

## **ARTICLE 6 - UNION REPRESENTATION**

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

- (a) Shop Stewards may be appointed by the Union.
- (b) The Employer is to be kept advised of all Shop Steward appointments.
- (c) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (d) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.

(e) When a Shop Steward or Union Committee member is the only employee on duty in a department and where their absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

**6.02** No Shop Steward, Union Committee member, or employee shall leave their work without obtaining the permission of their immediate supervisor. The Employer shall be advised of the approximate duration of absence and notified upon return to duties. At no time shall a Shop Steward or Union committee Member interrupt an employee while such employee is carrying out their duties.

**6.03** A negotiation committee of no more than three employees and one alternate may be selected by the Union.

**6.04** The Union and/or the employees covered by this Agreement will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the written permission of the Employer.

**6.05** The Union shall inform the Employer when a Union representative intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits will not interrupt the operation of the facility and will be at a mutually agreeable time.

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

### **6.07 New Employee Orientation**

New employees will be advised that a collective agreement is in place and be provided with the name of their shop steward.

The Chief Shop Steward or designate and the new employee shall be given an opportunity to meet within regular working hours without loss of pay for up to fifteen (15) minutes during the new employee's orientation.

### **6.08 Meeting Room On-Site**

The Union shall be permitted to use a designated meeting room on-site for meetings of the union membership provided notice is given to the Employer, and the space is available on the date requested.

The Employer shall have priority for room usage. The Union agrees that the room shall not be requested for purposes that might negatively impact on the facility or the residents.

## **ARTICLE 7 - NO STRIKES OR LOCKOUTS**

In view of the orderly procedure established by this Agreement for the processing of grievances, the Union agrees that during the life of this Agreement there will be no strikes, picketing, slow-down or stoppage, either complete or partial, and the Employer agrees that there will be no lockout.

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

### **8.01 Committee on Labour Relations**

The Employer shall appoint and maintain a Committee to be called the "Committee on Labour Relations". The Employer at all times shall keep the Union informed of the individual membership of the Committee.

### **8.02 Union Committee**

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

### **8.03 Union/Management Meetings**

The Union Committee and the Senior Union Official of the Union, or their representative shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing matters of mutual interest. It is agreed that any existing grievances are topics for such meetings.

### **8.04 Committee Meetings**

Meetings shall be held as promptly as possible on request in writing of either party.

The Employer and the Union shall make every effort to exchange written agendas at least one (1) week prior to meetings called under Article 8.04.

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

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

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

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

The purpose of this Article is to provide the sole method for the settlement of a grievance alleging the violation of a specific provision of this Agreement. Such a grievance

shall be presented and processed in accordance with the steps, time limits and conditions set forth herein.

**Step 1**

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with their immediate supervisor or department head within seven (7) calendar days after the date on which they became aware of the action or circumstances giving rise to the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then:

**Step 2**

The grievance shall be reduced to writing by:

- (1) Recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) Stating the article of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (3) The grievance shall be signed by the employee and a Shop Steward or Union Committee member;
- (4) The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (5) Within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give their written reply. If the grievance is not settled at this step, then;

### **Step 3**

The Union Committee and the Committee on Labour Relations, or its delegate, shall meet within twenty-one (21) calendar days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Committee on Labour Relations shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 10 or Article 11 within thirty (30) calendar days.

## **9.02 Union Representation**

No Shop Steward, Union Committee member, or employee shall leave their work without obtaining the permission of their immediate supervisor. Employee-Shop Steward or Union Committee member discussions shall take place where residents are not affected.

## **9.03 Grievance Investigations**

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

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

#### **9.04 Policy Grievance**

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article to this agreement, the dispute shall be discussed initially with the Employer, their designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further twenty-eight (28) calendar days may submit the dispute to arbitration as set out in Article 10 of this agreement.

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

Employees dismissed or suspended for alleged cause shall have the right within seven (7) days after the notification of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure. The Employer shall notify the Union within three (3) business days of all bargaining unit terminations.

**9.06** The time limits contained in Article 9 are considered substantive and may only be extended or waived by written agreement of the parties. Any grievance, which is not commenced or processed through the required stages, is subject to a claim of abandonment and the parties agree that arbitrators should only relieve against a failure to follow time limits in an exceptional case.

#### **9.07 Right to Have Steward Present**

This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

Where a member of management intends to interview an employee for disciplinary purposes, the member of management must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact their Shop Steward, providing that this does not result in an undue delay of the appropriate action being taken.



Where a member of management intends to interview a Shop Steward for disciplinary purposes, the Shop Steward shall have the right to consult with a Staff Representative of the Union and to have another Shop Steward or alternate present at any disciplinary discussion with a member of management, providing that this does not result in an undue delay of the appropriate action being taken.

### **9.08 Right to Grieve Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

## **ARTICLE 10 - EXPEDITED ARBITRATION**

### **10.01 Roster**

The Parties will utilize the expedited arbitrators named below (or substitutes agreed to by the parties) shall be:

1. C. Sullivan
2. Corrin Bell
3. Ken Saunders
4. Elaine Doyle

**10.02 Expedited Arbitrations**

**10.02.01 Issues for Expedited Arbitration**

A representative of the Employer and the Union shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.

**10.02.02 Expedited Schedule**

Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.

**10.02.03 Location of Hearing**

The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

**10.02.04 Process**

As the process is intended to be non-legal, outside lawyers will not be retained to represent either party.

**10.02.05 Agreed to Statement of Facts**

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

**10.02.06 Procedure**

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 presentation.

**10.02.07 Issuance of Report**

The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within

three (3) working days of the hearing.

**10.02.08 Status of Report**

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.

All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

**10.02.09 Authority of Arbitrator**

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11 excepting Article 11.04.

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 9.06 for resolution.

**ARTICLE 11 - ARBITRATION**

**11.01** Where a difference arises between the parties relating to the interpretation application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the grievance procedure, notify the other in writing of their desire to submit the grievance to arbitration. The parties will make every effort to deliver the notice to the other party within ten (10) days of the reply under Step 3.

**11.02** In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below:

1. C. Sullivan
2. Ken Saunders
3. J. Dorsey
4. Corrin Bell
5. Elaine Doyle

**11.03** Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the chair and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties.

**11.04** The arbitrator shall have no authority to alter, modify, add to, subtract from, or amend any part of the agreement.

**11.05** The decision of the arbitrator shall be final and binding on both parties.

## **ARTICLE 12 - HOURS OF WORK**

**12.01** It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, number of days of work per week nor as a guarantee of work schedules. The workweek shall provide for continuous operation Sunday through Saturday. The hours of work per day for each regular full-time employee covered by this agreement exclusive of mealtimes shall be seven-and-one-half (7-1/2) hours per day. Where the Employer intends to introduce a work schedule that differs from seven-and-one-half (7½) hours per day, the new work schedule whenever possible shall be determined by mutual agreement between the Employer and the employees at the local level, in consultation with the HEU

Servicing Representative.

**12.02** The Employer shall arrange the times of all on-duty and off-duty shifts, excepting statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date. At the employees' option, the banked time for statutory holidays will be scheduled into the rotation.

**12.03** There shall be a minimum of twelve (12) hours off-duty between the completion of one work shift and the commencement of the next. When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 13.

**12.04** An unpaid meal period of one-half (1/2) hour will be scheduled as close as possible to the middle of each shift of five (5) hours or more and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for the meal break at the applicable overtime rate. Employees who are scheduled to be on-call during a meal period shall be paid at straight-time for the meal break.

**12.05** There shall be a fifteen (15) minute paid rest period in each half of any full shift. Employees working a minimum of four (4) hours up to seven (7) hours shall receive one fifteen (15) minute rest period. When operational requirements arise, employees may be required to work during a rest period.

**12.06** When operational requirements permit, a regular employee may exchange shifts with another employee provided prior approval is received from the department manager, and the exchange does not result in an entitlement for additional compensation. A form must be completed and signed by the

exchanging parties seven (7) days prior to the date of the exchange, unless the department manager approves an exchange in less than seven (7) days. Employees are solely responsible for working the shift they sign for in the voluntary shift exchange agreement.

## **ARTICLE 13 - OVERTIME**

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

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

**13.02** Overtime shall be paid at the rate of time and a half for all hours worked beyond regularly scheduled hours of seven-and-a-half (7½) or eight (8) hours in a day, subject to the double-time provisions of the Employment *Standards Act* being applicable. Calculation of daily overtime entitlement is separate from weekly overtime entitlement. An employee who works overtime on a Statutory Holiday will be paid time-and-a-half for the first eleven (11) hours and double-time after eleven (11) hours. The employee must also be given another regular day off with regular pay.

At the written request of an employee, overtime wages may be credited to a time bank, allowing the employee to take time off with pay. Overtime must be credited at the required rate.

**13.03** Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times their applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a

mutually agreeable time.

**13.04** An employee who works two-and-one-half (2-1/2) hours of overtime immediately before or following their scheduled hours of work shall, where possible, receive a meal.

## **ARTICLE 14 - STATUTORY HOLIDAYS**

**14.01** The employees will be entitled to thirteen (13) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments.

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

B.C. Day

Labour Day

National Day for Truth and  
Reconciliation

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

- (1) Holiday pay for an employee who works an average of 35 regular hours per week or more will be computed on pro-rated basis in accordance with the average weekly hours worked. Example: an employee who works 37.5 hours per week will earn 90 hours for statutory holidays per year and an employee who works 35 hours per week will earn 84 paid hours for statutory holidays per year.
- (2) Employees required to work on New Year's Day, Good Friday, Labour Day or Christmas Day shall be paid at the rate of double-time.

All other statutory holidays worked shall be paid at the rate of time-and-one-half (1-1/2 x).

- (3) Effective in the second pay period following the implementation of the Collective Agreement, part-time and casual employees shall be paid four-point-six-two percent

(4.62%) of their basic rate of pay on each pay day, in lieu of paid time off.

- (4) Employees working a 5-2/5-3 rotation will receive their stat pay as a “floating holiday” to be scheduled once per month as part of their scheduled 3 day weekend.

**14.02** Employees who qualify for statutory holiday pay under Article 14.01 shall not receive statutory holiday pay if:

- (a) They are scheduled to work the statutory holiday and fail to do so.

**14.03** When a regular employee has been on sick leave that is inclusive of one or more working days immediately prior to a statutory holiday and one or more working days immediately following such statutory holiday, then the statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled for that employee at a mutually agreeable time. The employee shall be required in all such cases to provide a certificate proving illness from a medical practitioner. Such rescheduled statutory holidays shall be taken not later than January 31<sup>st</sup> of the year following the year in which they originally occur.

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

## **ARTICLE 15 - ANNUAL VACATIONS**

**15.01** All employees shall be credited for and granted vacations earned up to July 1<sup>st</sup> each year, on the following basis:

- New employees who have been continuously employed at least six (6) months prior to July 1<sup>st</sup> will receive vacation time based on total completed calendar months employed to July 1<sup>st</sup>.



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

### **15.02**

- Employees with one (1) to three (3) years of continuous service shall have earned two (2) weeks' vacation at 4% vacation pay.
- Employees with four (4) to eight (8) years of continuous service shall have earned three weeks' vacation at 6% vacation pay.
- Employees with nine (9) years of continuous service shall have earned four (4) week' vacation at 8% vacation pay.
- Employees with ten (10) to fourteen (14) years of continuous service shall have earned five (5) weeks' vacation at 10% vacation pay.
- Employees with fifteen (15) years or more of continuous service shall have earned six (6) weeks' vacation at 12% vacation pay.

There shall be no change to vacation accrual of employees hired prior to August 1, 2018.

**15.03** Regular employees become eligible for paid vacation leave once they have completed six (6) months of continuous employment.

All regular employees shall be required to submit their vacation requests in writing and the employer will respond in writing which includes posting the approved vacation schedule on the bulletin board.

Employees who want to take vacation during the months of January 1 to June 30 must submit a written request no later than September 1 preceding vacation. The Employer will respond no later than October 1. Approvals of such requests shall be based upon seniority and subject to operational requirements.

Employees who want to take vacation during the months of July 1 to December 31 must submit a written request no later than February 1 preceding vacation. The Employer will respond no later than March 1.

Approvals of such requests shall be based upon seniority and subject to operational requirements.

Approvals for vacation requests submitted outside of the times stated above shall be done on a first come first serve basis subject to operational requirements.

All regular employees will be required to take at least two (2) weeks of vacation during the calendar year.

Employees failing to exercise their right to request vacation within the vacation selection time posted by the Employer will forfeit their seniority rights with respect to choice of vacation time.

Requests submitted after January 31<sup>st</sup> shall be granted on a first come, first serve basis. The Employer will respond to all requests in a timely manner and, subject to operational requirements, will not unreasonably deny such requests.

Employees may, at their discretion, elect to carry over up to two (2) weeks of unused vacation credits from one year to the next, provided however that no employee will have a pool of more than eight (8) weeks of vacation at any one time.

Employees who have not elected to carry over unused vacation or who have not requested all of their vacation leave will have unused vacation paid out at the end of the calendar year.

**15.04** Vacation pay to which an employee is entitled shall be paid to the employee at least one (1) calendar day before the beginning of their vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice. The amount of

their vacation pay shall be based on the number of workdays of planned absence due to vacation for each vacation period.

### **15.05 Initial Filling of Vacation Shifts**

Vacation requests shall be submitted to the Employer by September 1 and February 1 of the year in which they are to be taken. The Employer shall first offer vacation relief vacancies to employees in accordance with the casual addendum and have the casual staff attend the worksite during a five (5) day block which they have been notified about, to choose dates they would like to cover for the vacation days requested including shifts available due to backfilling.

The casual and regular part-time employees who are registered on the casual list will place their names on each date and shift they are available for work. Shifts and days will be assigned by seniority and with the most senior employee being awarded the shifts requested. By October 1 and March 1, the vacation schedule will be approved and formulized and all employees will be provided with notification of the shifts they have been assigned.

After the initial offering in this process, the employer will utilize the casual call in procedure for all other shifts.

## **ARTICLE 16 - PROBATIONARY EMPLOYEES**

**16.01** For the first 488 hours of continuous service with the Employer, of continuous service an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by 225 hours provided written reasons are given for requesting such extension.

**16.02** The Employer may suspend, discipline or discharge a probationary employee for any reason satisfactory to the Employer. The Employer agrees that it will not act in bad faith in the suspension, discipline or discharge of a probationary

employee.

## **ARTICLE 17 - SENIORITY**

**17.01** Seniority is defined as the accumulated scheduled hours since the employee's most recent date of hire.

**17.02** An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall continue to accumulate seniority and benefits, and shall return to their former job and pay rate at the end of the assignment.

**17.03** The seniority of an employee shall be lost and their employment automatically terminated for any of the following reasons:

- (a) They quit their employment;
- (b) They are retired;
- (c) They are discharged for just cause and is not reinstated;
- (d) They are absent from work without permission for more than three (3) consecutive working days or more unless an explanation satisfactory to the Employer is given by the employee;
- (e) If they over stay a vacation or leave of absence without securing a written extension of such leave of absence or vacation from the appropriate Director, unless an explanation satisfactory to the Employer is given by the employee;
- (f) If they utilize a leave of absence for purposes other than those for which it was granted;
- (g) They fails to return to work without an acceptable reason immediately after the Employer has been notified by a physician, an insurer or the Workers' Compensation Board that the employee is able to return to work;
- (h) If they are recalled to work and fails to return within four (4) days of being telephoned or having notice of recall delivered by registered mail to the employee's home address. Such mailing shall be to the last address of the

employee that the Employer has in its files for that employee and such mailings shall be deemed to have been received by the employee.

- (i) If an employee is absent for twenty-eight (28) months for non-culpable reasons and there is no medical prospect that the employee will be able to return to work.

**17.04** The Employer agrees to post seniority lists for bargaining unit employees on the first full pay period following January 1 and July 1 of each year. Employees who wish to question their seniority must do so within fifteen (15) days of such posting. If no challenge is made within thirty (30) days, the employee's seniority shall be deemed correct. A copy of the list will be sent to the local Union office.

## **ARTICLE 18 - FILLING OF VACANCIES**

**18.01** The Employer shall post notice of all vacancies describing the position, hours of work, shift rotation, location of the position, the date of commencement, a summary of the job description and the required qualifications for a minimum of seven (7) calendar days prior to selection. The parties agree that this provision does not prevent the Employer from simultaneously commencing an external recruitment process.

Vacancy means a position, which the Employer requires to be filled, and, at the time of the commencement of the vacancy, is of a known duration of 30 calendar days or more. In any event, a temporary position must be posted when it exceeds 60 calendar days.

**18.02** For transfers within a classification, positions will be awarded to the most senior applicant.

**18.03** The successful candidate for positions outside the employee's existing classification will be selected in accordance with the following criteria:

- (a) Evaluations
- (b) Past performance
- (c) Required qualifications

Where two or more employees are relatively equal for a position outside their current classification, seniority will be the deciding factor.

**18.04** The Employer reserves the right to fill any positions on a temporary basis for a period not to exceed ninety (90) days or while the posting process is underway and until the final selection is made.

**18.05** The Employer reserves the right to determine if a vacancy exists and to reallocate lines to meet operational requirements.

**18.06** Two (2) copies of all postings shall be sent to the Local of the Union within the aforementioned seven (7) calendar days.

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

**18.08** If an employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of three (3) months.

**18.09** In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee and all of the affected

employees shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

**18.10** An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined above.

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

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

**18.13** It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

#### **18.14 Temporary Postings**

All temporary lines will be posted per the collective agreement.

All regular employees, full-time and part-time, can apply for a temporary line.

A vacancy created by a regular full-time or part-time employee successfully posting into a temporary line will be backfilled by employees registered for the casual list.

Employees shall be entitled to apply for up to two (2) temporary positions in a calendar year unless the temporary positions entail an increase of hours or an increase in the hourly wage.

Employees must complete their temporary assignments prior to applying for other temporary assignment unless the temporary positions entail an increase in the hourly wage.

## **ARTICLE 19 - JOB DESCRIPTIONS**

The Employer shall provide the Union with its job descriptions for the classifications in the bargaining unit set out in Schedule A.

Prior to implementing any changes in existing job descriptions, the Employer will provide advance notice to the Union. Upon request, the parties will meet to consider input and alternatives proposed by the Union and to discuss the impact of the change on existing employees, provided it does not cause unnecessary delay.

When the Employer establishes a new bargaining unit position, it shall provide the Union with a job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter may be referred to arbitration.

## **ARTICLE 20 - TECHNOLOGICAL CHANGE**

**20.01** Technological change is defined as a change in equipment or a change in method of operation which results in the permanent displacement of one (1) or more members of the bargaining unit.

**20.02** The Employer will give the Union and affected employees as much advance notice of technological change as is operationally possible. The Employer agrees to meet with the Union, as expeditiously as possible following its receipt of such notice, to discuss the change.

**20.03** Normal turnover of staff shall be utilized to absorb employees displaced by technological change, provided



operational requirements permit. If displaced employees cannot be absorbed by normal turnover and layoffs become necessary, Article 21 shall apply.

**20.04** In the event the Employer introduces new equipment or method of operation, the Employer shall provide the necessary training to all effected employees. All such training will occur during the employees' scheduled working hours, and at the Employer's expense.

## **ARTICLE 21 - LAYOFFS AND RECALL**

**21.01** The parties acknowledge a common goal and intent of providing employment and income security to employees. As such, it is the intent of the parties to avoid displacement of employees. The parties agree to make use of attrition, business growth, job retraining, and/or mutually agreed upon mechanisms to accomplish this goal. The Employer will make every effort to avoid reductions in force, reductions in hours, and/or job elimination. If, after exercising every effort to avoid layoff, it is necessary to conduct a layoff then such layoff shall be undertaken as set forth below.

**21.02** A layoff shall be defined as a cessation of employment or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer. A reduction of hours shall not be considered to be a layoff. However, a reduction in hours that exceeds twenty-five percent (25%) of an employee's scheduled hours may, at the employee's option, trigger bumping rights as per Article 21.04.

**21.03** In the event of a layoff, employees shall be laid off by job category in reverse order of seniority within a Department. Employees subject to layoff shall be given written notice of layoff as follows:

- (i) One (1) week notice after (3) three continuous months of employment;

- (ii) Four (4) weeks' notice after twelve (12) continuous months of employment;
- (iii) Five (5) weeks' notice after five (5) years continuous employment plus one (1) additional week notice for each additional two (2) years in excess of five (5) years of employment to a maximum of twelve (12) weeks' notice.

The Employer may substitute the equivalent pay in lieu of notice and a copy of the notice of layoff shall be forwarded to the Union.

**21.04** A laid off employee may bump a junior employee in any Department, provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee affect a promotion through a bump.

A laid off employee who bumps a junior employee shall be paid at the hourly rate of the classification they are bumping into, at the rate corresponding with their previous placement on the grid.

**21.05** Employees on layoff shall be recalled by Department in order of seniority, subject to their willingness, qualifications and ability to do the work available. It shall be sufficient for the Employer to send notice of recall to the employee by registered mail to the employee's last known address. An employee who is recalled to work after a layoff must return to work within three (3) calendar days if unemployed, and within fourteen (14) calendar days if employed elsewhere and required to provide fourteen (14) days' notice to that Employer. An employee employed elsewhere shall give the Employer notice of their intent to return to work within three (3) calendar days of receipt of the notice of recall.

**21.06** The Employer is not required to give notice to an employee who is terminated for cause; hired for a project or temporary position; or in cases where an employee is offered and refuses alternative employment.

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

**21.08** Layoff employees shall retain their seniority accumulated up to the time of layoff as follows:

- (i) If laid off after three (3) months continuous employment – up to three (3) months;
- (ii) If employed twelve (12) or more month's continuous employment at time of layoff - up to one (1) year.

**21.09** Employees with less than twelve (12) months continuous employment at the time of layoff and not recalled within three (3) months of the layoff shall be terminated by written notice. Employees with twelve (12) months continuous employment at the time of layoff and not recalled to work within twenty-four (24) calendar months of layoff shall be terminated by written notice.

## **ARTICLE 22 - TERMINATION OF EMPLOYMENT**

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

Employees leaving with less than fourteen (14) calendar days' notice shall be paid their earned vacations less two percent (2%) for example:

- Employees entitled to eight percent (8%) shall be paid six percent (6%);
- Employees entitled to ten percent (10%) shall be paid eight percent (8%), etc.

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less fourteen (14) calendar days' notice, the employee shall be paid all earned vacations.

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

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

## **ARTICLE 23 - BEREAVEMENT LEAVE**

Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and person permanently residing in the employee's household or with whom the employee permanently resides.

An additional two (2) consecutive workdays with pay may be granted to employees who are required to travel in order to attend the funeral. Such compassionate leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

In the event of a delayed interment (service or celebration of life), an employee may save one of the days identified above with pay to attend the interment, (service or celebration of life), and will provide as much notice as possible of the date it will be utilized.

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

## **ARTICLE 24 - JURY DUTY**

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown (not being themselves a party to the proceeding) shall continue to receive their regular pay and

benefits to maximum of twenty (20) working days, provided that the employee in question would normally have worked on the day(s) in question.

The employee shall turn over to the Employer any monies they receive from the court on the days they are normally scheduled to work, providing this does not exceed their regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals.

## **ARTICLE 25 - EDUCATION LEAVE**

### **25.01 Employer Requested Leave**

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

### **25.02 In-Service Education**

The parties recognize the value of in-service both to the employee and the Employer and shall encourage employees to participate in in-service. Employees scheduled by the Employer to attend in-service seminars during their regular working hours will be paid their regular straight-time wages. Employees scheduled by the Employer to attend in-service seminars which occur, even partially, outside their regular working hours will be paid in accordance with the Collective Agreement. Employees who participate in voluntary in-services outside their regular working hours will be paid their regular straight-time wages.

### **25.03 Education Leave For Licensed Practical Nurses (LPN's)**

Licensed Practical Nurses (LPN's) may be granted up to two (2) days education leave with pay per calendar year to take accredited courses related to their field. The leave and

assessment of courses will be subject to the prior approval from the Employer.

## **ARTICLE 26 - PAID AND UNPAID LEAVES OF ABSENCE**

### **26.01 Maternity Leave**

Maternity, paternity and adoption leave shall be granted in accordance with the terms set out in the *Employment Standards Act*, R.S.B.C. 1996, c. 113.

### **26.02 Maternity Leave Allowance**

- (a) An employee who qualifies for maternity leave pursuant to Article 26.01(a), shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental benefit (SEB Plan), the maternity leave allowance will consist of:
  - (1) two (2) weeks at eighty-five percent (85%) of the employee's basic pay;
  - (2) Fifteen (15) additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eighty-five percent (85%) of the employee's basic pay.

Note: For the purpose of Article 26 only, "Basic Pay" is defined as the employee's earnings based on the rate of pay (in accordance with the applicable wage schedule) and the employee's regular schedule.

### **26.03 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up sixty-two (62) consecutive weeks without pay (or sixty-one (61) consecutive weeks in the case of birth mother who takes maternity leave under Article 26.01). The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks (or sixty-one (61) consecutive weeks in the case of mother who takes maternity leave under Article 26.01) parental leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written requests pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commence date.
- (d) Leave taken under this clause shall commence:
  - (1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 26.01 or following the adoption;
  - (2) In the case of other parent, following the adoption or the birth of the child and conclude within the seventy-eight (78) week period after the birth date or adoption of child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined in Article 3.04. Such leave request must be supported by appropriate documentation.

### **26.04 Parental Leave Allowance**

- (a) An employee who qualifies for parental leave pursuant to 26.03, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB). In order to receive this allowance, the employee

must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

- (b) Pursuant to the Supplemental Employment Benefit (SEB) and subject to leave apportionment pursuant to Article 26.03(b), the parental leave allowance will consist of a maximum of ten (10 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee, and seventy-five percent (75%) of the employee's basis pay.

### **26.05 Benefits Continuation**

- (a) For leave taken pursuant to Article 26.01 and 26.03, for the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence.
- (b) For the balance of the leaves taken pursuant to Articles 26.01 and 26.03 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability and shall pay the Employer's share of these premiums.
- (c) Notwithstanding (b) above, should an employee be deemed to have resigned in accordance with Article 26.06 or fail to remain in the employ of the Employer for at least six months after their return to work, the Employer will recover monies paid pursuant to this Article on a pro-rata basis.

### **26.06 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 26.01 and 26.03 commenced unless they advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave taken pursuant



to Article 26, or if they do not return to work after having given such advice.

### **26.07 Entitlements Upon Return to Work**

- (a) Notwithstanding Article 15 Vacations, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 26.01 and 26.03, providing the employee returns to work as a regular employee for a period of not less than six (6) months. Vacation earned pursuant to this Article may be carried over to the following year notwithstanding Article 15.
- (b) Upon return to work, the employee shall continue in their former position without loss of perquisites accumulated up to the date of commencement of the maternity or parental leave of absence without pay and subject to the provisions of Article 26.11.
- (c) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on maternity or parental leave shall be credited with their earned vacation entitlement and vacation pay providing the employee returns to work as a regular employee for a period of not less than (6) months following the expiration of the subsequent maternity or parental leave.

### **26.08 Maternity and/or Parental Leave Allowance**

- (a) To be entitled to the maternity or parental leave allowance pursuant to Articles 26.02 and 26.04, an employee must sign an agreement that they will return and remain in the Employer's employ for a period of at least six (6) months as a regular employee after their return to work.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for a period of six (6) months as a regular employee, the employee shall reimburse the Employer for the maternity or parental leave received under the maternity or parental leave allowance received under Articles 26.02 and 26.04.

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

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

**26.10 Employment Standards Leaves**

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

- Compassionate Care Leave
- Critical Illness Leave
- Family Responsibility Leave
- Leave Respecting Disappearance of a Child
- Leave Respecting Death of a Child
- Domestic and Sexual Violence Leave

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

**26.11** Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least fourteen (14) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

Any employee granted unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to their former job.

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

**26.12** Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.

Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave.

Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.

Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained; the Union shall reimburse the Employer for the wages and benefits involved. This

provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.

### **26.13 Other Religious or Cultural Observances**

Employees who wish to take time off for cultural or religious holidays that are not recognized in Article 14.01 above may apply for an unpaid leave of absence under Article 26.11. The Employer will take reasonable measures to accommodate such requests.

### **26.14 Gender Transition Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow Article 21.11 – Employee Requested Unpaid Leave. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

### **26.15 First Responder Leave**

Employees who are volunteer emergency and rescue workers may receive five (5) days unpaid leave to provide emergency services when dispatched.

## **ARTICLE 27 - SICK LEAVE**

**27.01** Regular full-time employees will receive sick leave credits at the rate of one and one half days for every two (2) months of paid service up to a maximum of forty (40) days. Regular part-time employees will receive sick leave credits for every two (2) months of paid service prorated by the hours worked to a maximum of forty (40) prorated days.

Sick leave will be earned and paid at the current rate of pay.

Up to two (2) days per year may be used for a serious household emergency including illness in the immediate family of an employee.

Part-time employees earning less than five (5) days sick leave per year, and Casual employees shall be entitled to Injury and Illness Leave as provided in the *Employment Standards Act*.

**27.02** Unused sick leave credits will accumulate to a maximum of forty (40) working days. Sick days not used in one calendar year will be carried forward to the next year. Used sick days will be added back to the bank at the rate of one-and-one-half (1-1/2) days every two (2) months to a maximum of forty (40) days. The Employer will furnish an annual notice of accrued sick leave.

**27.03** In order to be entitled to pay for sick leave, employees must complete the appropriate form and have it authorized by their immediate supervisor. The Employer in its sole discretion may request satisfactory proof of illness. Failure to meet this requirement will result in the absence being treated as leave without pay. Any abuse of sick leave benefits is cause for discipline, up to and including discharge.

**27.04** When an employee is on Employer paid sick leave, all benefits contained in this Agreement will continue to accrue.

Following the expiration of Employer paid sick leave, employees will be placed on an unpaid leave of absence until such time as they return to work or are deemed permanently unable to return to work.

**27.05** Regular employees transferring to casual status are no longer entitled to sick leave benefits and will lose their banked sick leave credits. Upon termination sick leave credits have no further value.

## **ARTICLE 28 - SHIFT PREMIUMS AND RESPONSIBILITY PAY**

Employees working a seven-and-one-half (7½) hour shift on evening shift shall be paid a shift differential of sixty cents (\$0.60) per hour for the entire shift worked.

Employees working a seven-and-one-half (7½) hour shift on the night shift shall be paid a shift differential of one-dollar-and-ten cents (\$1.10) per hour for the entire shift work.

Evening shift shall be defined as any shift in which the major portion of the seven-and-one-half (7½) hour shift occurs between 4:00 p.m. (16:00 hours) and 12:00 midnight (24:00 hours) and night shift shall be defined as any shift in which the major portion of the seven-and-one-half (7½) hour shift occurs between 12:00 midnight (24:00 hours) and 8:00 a.m. (0:800 hours).

LPN's, who shall be responsible for the facility in the absence of an RN, shall receive a premium of one-dollar-and-fifty cents (\$1.50) per hour. These payments shall be in addition to Shift Premiums. The Employer shall have the authority to designate the employee responsible.

## **ARTICLE 29 - HEALTH AND SAFETY**

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

**29.02** Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to

participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.

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

**29.04** Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the Workers' Compensation Board and/or the Occupational Health & Safety Agency. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.

**29.05** 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 patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

**29.06** When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to the employee and the Employer's protocol with regard to the admission of care-floor residents shall be maintained.

**29.07** An employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service

of the Employer. Medical exams, x-rays, vaccinations, inoculations or other immunizations required by the Employer shall be at the Employer's cost.

**29.08** 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 immunization shall be provided at no cost to the employee.

**29.09 Return to Work Programs**

The Employer will maintain a Return to Work program. Employees may refer to Employer's policy for more information.

**ARTICLE 30 - WAGES**

**30.01** Employees shall be compensated in accordance with the applicable Wage Schedule attached to the Collective Agreement.

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

**30.03** The pay rate as agreed to and hereinafter in this Schedule provided, shall be in effect at the time of signing and during the term of the agreement.

**30.04** Employees shall be paid by direct deposit every second Thursday.

The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime, banked overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.

**30.05** In the event an employee relieves in a higher rated job in



the bargaining unit and performs the full range of duties of such job, the employee shall receive the rate of that position after not less than one (1) work day, retroactive to the start of the relief period.

**30.06** Where an employee is required to transfer temporarily at the Employer's request to a lower rated job, such employee shall incur no reduction in wages because of such transfer.

## **ARTICLE 31 - EMPLOYEE FILE**

**31.01** Upon request to their immediate supervisor, employees are entitled to read and review their human resources file at a mutually agreed time.

The Senior Union Official, or designate, with the written authority of the employee, shall be entitled to review and make a copy of documents the employee's human resource file, in the office which the file is normally kept, in order to facilitate the investigation of a grievance.

The employee or the Senior Union Official, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.

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

## **ARTICLE 32 - BENEFITS**

**32.01** For the duration of the Agreement, the Employer shall continue to make available to eligible employees the benefits currently in effect or their equivalent in the event the Employer changes insurance carriers. The current benefit levels and premium payment arrangements for eligible employees will

continue for the duration of the agreement. Employees scheduled twenty (20) or more hours a week on a regular basis shall be eligible for those benefits as outlined in the Employer's benefit program.

Benefits for regular employees and eligible casuals shall commence the first of the month following 30 days in a regular position.

**32.02** Premium Costs for Health and Welfare Plans. The Employer shall pay sixty-five percent (65%) of the premium for the Dental Plan. Seventy percent (70%) of the premium for Extended Health Care benefits.

If the Provincial Government reinstates Medical Services Plan premiums, the Employer will pay one-hundred percent (100%) of the cost of the Medical Services Plan premium.

Effective date of ratification (November 17, 2022), the deductible for Extended Health Coverage shall be \$80 per year per person or family.

**32.03** Benefit levels, maximums and deductibles for Dental Plan coverage, Extended Health Plan coverage, Group Life and Accidental Death and Dismemberment coverage shall continue unchanged, unless by mutual agreement of the parties.

Effective as soon as possible following ratification, the Employer will implement a Pharmacare Tie-In program for prescription drug coverage.

Effective as soon as possible following ratification, the dental program will provide for cleanings once every nine (9) months.

**32.04** Any disputes regarding benefits eligibility or coverage shall be between the employee and the insurer. Disputes regarding benefits eligibility or coverage shall not be subject to the grievance

and arbitration procedure. The Employer's sole responsibility with respect to benefits is to make its premium payments.

**32.05** This Collective Agreement does not provide a long term disability insurance plan.

## **ARTICLE 33 - EMPLOYER PROPERTY**

### **33.01 Return of Employer Property on Termination**

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

### **33.02 Employer to Repair or Indemnify**

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

### **33.03 Reimbursement of Legal Fees**

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

### **33.04 Tools**

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

## **ARTICLE 34 - PARKING AND TRANSPORTATION ALLOWANCE**

The Employer will continue to provide parking at no cost to employees, pending availability.

An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of fifty-nine cents (\$0.59) per kilometre.

## **ARTICLE 35 - PRINTING OF THE AGREEMENT**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason the Union shall print sufficient copies of the Agreement for distribution to employees.

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

## **ARTICLE 36 - CASUAL ENTITLEMENTS**

### **36.01**

- (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, or for other intermittent, non-recurring work, provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position.
- (b) Casual employees shall be called in to work in the order of seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one (1) department except where the Employer and the Union otherwise agree in good faith.

**36.02**

- (a) Part-time employees may register for casual work in accordance with this section. For the purpose of casual call-in, part-time employees are not eligible for any casual shift hours that overlap with their regular shifts or which would result in daily or weekly overtime. Where the casual assignment is four (4) days or more a part-time employee shall have the option of cancelling the portion of their regular schedule that overlaps with the casual assignment. For the purposes of accepting a casual assignment, an employee shall require a minimum of eight (8) hours off-duty between the completion of one work shift and the commencement of the casual assignment.
- (b) Part-time employees will be placed on the casual registry in accordance with their seniority.

**36.03** The parties agree that all terms of the Collective Agreement will apply to casual employees except where modified by the following specific provisions:

**Call In**

Employees on the casual list shall be called to work in order of seniority as follows:

- Casual employees shall complete the shift availability form detailing their availability for a shift or a particular block of shifts for a minimum of one (1) month by the 15<sup>th</sup> of the month for the following month.
- The Employer or their representative shall call, at the telephone number provided by the casual employee, only those casual employees designated as available for the shift or block of shifts being assigned.
- For each available shift or block of shifts, only one call need be made to any casual employee provided that the telephone is permitted to ring a minimum of eight times.
- In the event of a busy signal the casual employee will be recalled in two minutes and, if the telephone is still busy, the next person on the list shall be called

- In the event that a pager number is called or an answering machine is in place, a message will be left relaying the date, day, and time of the call. If the message is not returned within five (5) minutes the next person on the list will be called.
- If a casual employee fails to answer or declines the offer, the next person on the list shall be called. Further, if the employee declines two (2) shifts they have indicated availability for, they may not be called again for the duration of the two (2) week schedule.
- The call in process as outlined above will be followed by anyone making replacement calls. A record of calls will be maintained.
- A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee. If it is evident that an employee has defaulted on an assignment for reasons other than illness or emergency, the employee will be subject to discipline, up to and including termination.
- The Employer may change or cancel a casual shift by providing the employee with a minimum of 24 hours' notice or block of shifts by providing the employee with a minimum of 48 hours' notice of the change of cancellation.
- Casual employees who have not been available for work for three consecutive months may have their employment terminated.

## **Hours of Work**

Article 12.03 shall not be applicable to casual employees.

## **Wages**

Casual employees with fewer than 900 hours service shall be paid in accordance with the first level hourly rate as noted on Schedule A for the position they are called in to work. Effective the first pay period after ratification, casual employees with 900 or more hours of service shall be paid at the post-probationary rate as noted on Schedule A for the position they are called in to work.

## **Benefits**

Upon successful completion of their probation period, casual staff may purchase benefits through the Employer. Casual staff that choose to do this are responsible for 100% of the premium costs. Premiums must be paid with post-dated cheques.

Where a job posting is filled by a casual employee under Section 3 and the casual employee occupies the position for six (6) months or more, they will be entitled to reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health premiums pursuant to section 17 a) of the Casual Addendum for the period subsequent to the first thirty-one (31) days in the position.

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

### **ARTICLE 32 - BENEFITS**

Coverage under this section shall cease when either:

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

## **Vacation Pay**

Casual employees are entitled to vacation pay at the rate of four percent (4%) of gross pay to be paid each payday.

## **Statutory Holiday Pay**

Casual employees shall be paid the equivalent of four-point-six-two percent (4.62%) of regular pay in lieu of statutory holidays.

## **Paid and Unpaid Leave**

Casual employees are not entitled to paid or unpaid leaves.

## **Layoff and Recall**

Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to

reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.

### **Seniority and Worker's Compensation Board Benefits**

Upon return to work from receiving Worker's Compensation Board Benefits, casual employees shall receive seniority hours for their time away based on the rate of seniority hours earned in the 26 weeks immediately preceding the date of injury.

## **ARTICLE 37 - NO DISCRIMINATION**

### **37.01 No Discrimination**

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

### **37.02 Harassment**

The Employer and the Union recognize the right of employees to work in an environment free from harassment including sexual harassment, as defined by the Employer's harassment policy.

**37.03** The Employer and the Union agree that there shall be no discrimination practiced with respect to any employee by reason of membership or activity in the Union.

### **37.04 Complaints Investigation**

The employee who complains of harassment under the provisions of the *Human Rights Code* must first comply with the Employer's harassment policy procedures before filing a grievance or human rights complaint.

**37.05** The Employer, the employees and the Union agree that where there is a complaint under 37.01 or 37.02 above that could be adequately remedied in a single forum, no multiple forum complaints shall be filed.



## **ARTICLE 38 - EVALUATIONS**

### **38.01 Evaluation Reports**

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

## **ARTICLE 39 - MISCELLANEOUS**

### **39.01 Badges and Insignia**

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

### **39.02 Legal Picket Lines**

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

## **ARTICLE 40 - CONTRACTING OUT**

The Employer agrees that all work or services performed by the employees in the bargaining unit shall not be contracted, leased, transferred or assigned, in whole or in part, to any other facility, person, Employer or non-bargaining unit employee.

## **ARTICLE 41 - VOLUNTEERS**

- (a) It is agreed that Volunteers have a role in this retirement community and are an important link to the residents being served.
- (b) It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

## **ARTICLE 42 - WORKLOAD**

**42.01** It is the mutual intent of the parties to provide high quality, therapeutic, accessible, affordable healthcare to the Employer's clients. Further, it is the mutual intent of the parties to deliver this care in the safest possible manner for caregivers, residents, visitors, and other employees, whether or not they are members of this bargaining unit.

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

- Utilizing casual employees in accordance with the Collective Agreement.
- Supervisor will discuss and, where appropriate, re-order duty priorities with the affected employee(s).
- Re-assigning work.

Under no circumstances will the prioritizing of duties or the reassignment of work result in a significant increase in workload for other employees.

**42.03** The parties agree that this article will not be interpreted as requiring the Employer to offer overtime in order to resolve temporary significant increases in workload.

**42.04** All issues arising from this language will be referred to Union/Management Committee meetings. The parties will make every effort to schedule meetings as promptly as possible, when needed.

#### **ARTICLE 43 - GROUP RRSP**

1. All regular employees, upon successful completion of the probationary period, shall have the option of enrolling in the Plan. Participation in the plan is voluntary. The employee must exercise the option within ninety (90) days of the plan coming into effect or upon completion of the probationary period.
2. Employee contributions to the Plan through payroll deduction will be on one (1) of the following basis:
  - i. 1% of regular earnings; or
  - ii. 2% of regular earnings; or
  - iii. 3% of regular earnings.
3. Employees may opt in or out of the plan, or increase or decrease their contribution levels, as noted in (2) above, on January 1<sup>st</sup> of each year by providing at least thirty (30) days written notice to the Employer.
4. The Employer will administer the Plan. There shall be no Employer contributions.
5. The Employer will ensure that all new employees are informed of the options available to them under this group RRSP.

#### **ARTICLE 44 - EFFECTIVE AND TERMINATING DATES**

All provisions of this Agreement are effective October 1, 2021 up to and including September 30, 2024. The parties agree to exclude the operation of the provisions of Sections 50 (2) and (3) of the *Labour Relations Code*.

**Letter of Understanding #1**

**Between**

**Fort Langley Seniors Community Partnership**

**And**

**The Hospital Employees' Union**

**Re: Electronic Call-Out**

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If an agreement is reached on electronic call out this would be added as an addendum to the collective agreement as a pilot project, with either Party being able to serve 30 days' notice to revert to the call out language found in the body of the Collective Agreement. If issues arise the parties shall meet and make every effort to resolve these before serving notice as above.

- A. The manner in which casual employees will be contacted for relief work shall be as follows:
- (i) Each casual employee shall submit a phone number to the Employer at which they can be contacted for relief work. At the employee's option, they may also submit an email address and indicate their preference (email or phone) of how they wish to be contacted for relief work. When texting becomes available, each employee may submit a text number which would replace the email address.
  - (ii) The Employer shall commence by calling/contacting the most senior qualified employee or by electronically contacting a group of employees in the registry. Only one call need be made to any one casual employee provided that the phone shall be permitted to ring eight (8) times. Where an answering machine is in place a message will be left relaying the date and time of the call, as well as the details of the relief work being of

- offered. If the message is not returned within the time limits set out in section (iv) below, the next senior casual who responds within the time limits shall be awarded the relief work.
- (iii) If the casual employee who is being called/contacted fails to answer, does not return the message within the time limits, declines the invitation to work or is unable to work, the Employer shall then call/contact the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
  - (iv) When a casual employee has indicated a preference for text, the Employer may contact those employees by text message instead of by phone as per a, b, and c below. Employees without text options registered, shall be called as per 8 (ii) above at the phone number provided. Where the Employer uses group texting it shall be done in a manner that ensures confidentiality of employee information.
    - a) Where a vacancy is known less than 4 hours in advance, the casual employees shall have 5 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
    - b) Where a vacancy is known more than 4 hours, but less than 24 hours in advance, the employees shall have 15 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
    - c) Where a vacancy is known more than 24 hours, but less than 72 hours in advance, the employees shall have 2 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.

- d) Where a vacancy is known more than 72 hours in advance, the casual employees shall have 24 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.

<b>Vacancy known in advance:</b>	Less than 4 hours	More than 4 hours but less than 8 hours	More than 24 hours but less than 72 hours	More than 72 hours
<b>Response time:</b>	5 minutes	15 minutes	2 hours	24 hours

- (v) Where a block of shifts remains unfilled after exhausting the registry, the block may be broken up and the casual employees shall be called/contacted again in order of seniority.
- (vi) All calls/texts as per the above shall be recorded and maintained for the purpose, which shall show the name of the employee called, the time the vacancy was known, the time that the contact was made, the job required to be done, whether the employee accepts or declines the invitation to work, or fails to answer the telephone/text or if a message was left, and the signature/contact information of the person who made the call/contact. All text messages shall also be retained/recorded as part of the call records or log book. In the event of a dispute, the Union shall have reasonable access to the log book/contact information (including texts) and shall be entitled to make copies.
- (vii) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.
- (viii) All electronic communications regarding relief work shall include the following in the message:
- a) Time of the electronic call out.
  - b) Details of relief work being offered, including date,

**Hospital Employees' Union / Fort Langley Seniors Community  
Partnership – October 1, 2021 to September 30, 2024**

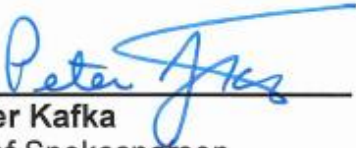
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location and shift times.

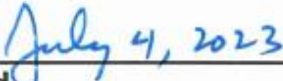
- c) Appropriate response time (see point (iv) a, b, c above).
- d) Phone number for employees to respond to.
- e) The method of response (phone call or text).

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

**SIGNED ON BEHALF OF  
THE UNION:**




**Peter Kafka**  
Chief Spokesperson



**Dated**



**Noel Gulbransen**  
Negotiator



**Dated**

**Letter of Understanding #2**

**Between**

**Fort Langley Seniors Community Partnership**

**And**

**The Hospital Employees' Union**

**Re: Low occupancy in private pay beds**

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If an agreement is reached on low occupancy in private pay beds it will be added as an LOU to the Collective Agreement as a pilot project, with either Party being able to serve 30 days' notice. If issues arise the parties shall meet and make every effort to resolve these before serving notice as above.

In order to accommodate fluctuations in private pay beds the Union agrees that the employer may, from time to time, offer employees the option of leaving early or coming in late in order to accommodate low occupancy in the private pay beds.

The Union and employer agree that no employee shall be forced, coerced or pressured to take paid or unpaid time off as a result of this letter of understanding.

The Employer will not change regularly scheduled shifts as result of low occupancy in the private pay beds.

The Employer may post separate from the regular schedule the anticipated reduced hours.

If the Employer anticipates a change in staffing for more than sixty (60) days the Employer will layoff per Article 21.



**Hospital Employees' Union / Fort Langley Seniors Community Partnership – October 1, 2021 to September 30, 2024**

Hours reduced shall not exceed one (1) hour per day per vacant bed.

For example if two beds are vacant for two weeks the Employer may offer two (2) hours per day for the duration of that time.

All staff interested in leaving early or coming in late will sign up with the Employer.

The employer will rotate through the optional volunteer list in a fair and equitable manner that takes into account resident acuity levels and staffing needs.

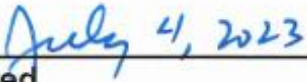
Employees have the option of using leave without pay, accrued vacation or banked overtime hours to cover the time off.

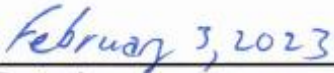
**SIGNED ON BEHALF OF  
THE EMPLOYER:**

**SIGNED ON BEHALF OF  
THE UNION:**

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

  
\_\_\_\_\_  
Noel Gulbransen  
Negotiator

  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Dated

**WAGE SCHEDULE “A”**

<b>Job Category</b>	<b>Progression Scale</b>	<b>Current Rate</b>	<b>April 1, 2022 \$0.25 + 3.24%</b>	<b>April 1, 2023 5.5%</b>
<b>LPN</b>	Start	\$25.93		
	Post Probation	\$26.86		
	1,950	\$27.83		
	3,900	\$28.81		
<b>Care Aide</b>	Start	\$20.80		
	Post Probation	\$21.55		
	1,950	\$22.32		
	3,900	\$23.11		
<b>Care Aide Liaison</b>	Start	\$24.90	\$25.96	\$27.39
	Post Probation	\$25.79	\$26.88	\$28.36
	1,950	\$26.72	\$27.84	\$29.38
	3,900	\$27.67	\$28.82	\$30.41
<b>Recreation Aide</b>	Start	\$18.55		
	Post Probation	\$19.22		
	1,950	\$19.90		
	3,900	\$20.60		
<b>Cooks</b>	Start	\$19.16		
	Post Probation	\$19.85		
	1,950	\$20.55		
	3,900	\$21.29		
<b>Multi-skilled Support Provider i.e. Dishwashing Laundry, Housekeeping, &amp; Bussing</b>	Start	\$16.29		
	Post Probation	\$17.21		
	1,950	\$18.10		

**Wages**

- 1) The parties acknowledge they have not entered into wage rate discussions. The parties further agree that should the single site levelled up wage rates be terminated by the government prior to the Collective Agreement expiring, the parties will meet to discuss wage rates within sixty (60) days of the expiry date.

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

2) **Care Aide Liaison**

- a) April 1, 2022 - \$0.25 per hour plus 3.24%.  
b) April 1, 2023 – 5.5% plus up to an additional 1.25% dependent on the increase in the BC CPI.

**Hospital Employees' Union / Fort Langley Seniors Community Partnership – October 1, 2021 to September 30, 2024**

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**SIGNED ON BEHALF OF  
THE EMPLOYER:**

**SIGNED ON BEHALF OF  
THE UNION:**



**Peter Kafka**  
Chief Spokesperson



**Máire Kirwan**  
Coordinator of Private Sector




Fort Langley Seniors  
Community Partnership



**Noel Gulbransen**  
Negotiator



**Melissa Mancini**  
Bargaining Committee  
Member



**Tricia Burque**  
Bargaining Committee  
Member

July 10/23  
Dated

February 3, 2023  
Dated