

COLLECTIVE AGREEMENT
BETWEEN
GOLDEN LIFE MANAGEMENT CORP.
MOUNTAIN SIDE VILLAGE
AND
HOSPITAL EMPLOYEES' UNION



June 1, 2023 – May 31, 2026

Mountain Side Village

135 Mountain Side Drive
Fruitvale, B.C. V0G 1L0

Phone: (250) 367-9870

Hospital Employees' Union

Interior (Kootenay) Office

745 Baker Street
Nelson, B.C. V1L 4J5

Phone: (250) 354-4466
Toll-Free: 1-800-437-9877
Fax: (250) 352-6999

Provincial Office

5000 North Fraser Way
Burnaby, B.C. V5J 5M3

Phone: (604) 438-5000
Toll-Free: 1-800-663-5813
Fax: (604) 739-1510

ARTICLE 1 - PREAMBLE	1
1.01 PREAMBLE	1
1.02 NO DISCRIMINATION	1
1.03 HARASSMENT AND BULLYING	1
1.04 SEXUAL HARASSMENT	2
1.05 BULLYING	3
1.06 PROCEDURE FOR FILING COMPLAINTS	3
ARTICLE 2 - RECOGNITION OF THE UNION	4
2.01 SOLE BARGAINING AGENCY	4
2.02 UNION SHOP	4
2.03 UNION CHECK-OFF	4
2.04 INDUCTION	5
2.05 SHOP STEWARDS	5
ARTICLE 3 - DEFINITIONS	6
3.01 REGULAR FULL-TIME EMPLOYEES	6
3.02 REGULAR PART-TIME EMPLOYEES	6
3.03 CASUAL EMPLOYEES	6
3.04 COMMON-LAW SPOUSE	6
ARTICLE 4 - MANAGEMENT RIGHTS	6
ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION	7
ARTICLE 6 - LEGAL PICKET LINE	7
ARTICLE 7 - UNION/MANAGEMENT COMMITTEE	7
7.01 UNION/MANAGEMENT MEETINGS	7
ARTICLE 8 - GRIEVANCE PROCEDURE	7
8.01 UNION REPRESENTATION	7
8.02 GRIEVANCE INVESTIGATIONS	8
8.03 RIGHT TO GRIEVE DISCIPLINARY ACTION	8
8.04 GRIEVANCE PROCEDURE	9
8.05 DISMISSAL/SUSPENSION FOR ALLEGED JUST CAUSE	10
8.06 REINSTATEMENT OF EMPLOYEES	10
8.07 INVESTIGATOR	10
8.08 EXPEDITED ARBITRATIONS	11
ARTICLE 9 - ARBITRATION	12
9.01 NOTIFICATION	12
9.02 ARBITRATION	12
9.03 FAILURE TO APPOINT	12

TABLE OF CONTENTS**Page Number**

9.04	AUTHORITY OF ARBITRATION ARBITRATOR	12
9.05	DECISION OF ARBITRATOR.....	12
9.06	EXPENSES OF ARBITRATION	12
9.07	AMENDING TIME LIMITS.....	13
ARTICLE 10 - RESTRICTION OF EMPLOYEE STATUS		13
ARTICLE 11 - INCREMENTS		13
ARTICLE 12 - PROBATIONARY PERIOD		13
ARTICLE 13 - EVALUATION REPORTS, PERSONNEL FILES		14
13.01	EVALUATION REPORTS	14
13.02	PERSONNEL FILE	14
ARTICLE 14 - SENIORITY		15
14.01	PROMOTION, TRANSFER, DEMOTION, RELEASE.....	15
14.02	QUALIFYING PERIOD	15
14.03	TEMPORARY PROMOTION OR TRANSFER.....	16
14.04	PROMOTIONS.....	16
14.05	TRANSFERS	16
14.06	DEMOTIONS.....	17
14.07	RE-EMPLOYMENT AFTER VOLUNTARY TERMINATION OR DISMISSAL FOR CAUSE	17
14.08	SENIORITY ACCUMULATION.....	18
14.09	SENIORITY.....	18
14.10	LOSS OF SENIORITY.....	18
ARTICLE 15 - JOB POSTINGS AND APPLICATIONS		18
ARTICLE 16 - JOB DESCRIPTIONS		19
16.01	NOTICE OF NEW OR CHANGED POSITIONS	19
ARTICLE 17 - REDUCTION IN WORKFORCE		20
ARTICLE 18 - BUMPING		21
ARTICLE 19 - TERMINATION OF EMPLOYMENT		22
19.01	EMPLOYEE'S NOTICE OF TERMINATION.....	22
19.02	EMPLOYMENT ABANDONED	22
ARTICLE 20 - SCHEDULING PROVISIONS		23
ARTICLE 21 - HOURS OF WORK		24
21.01	CONTINUOUS OPERATION.....	24
21.02	HOURS OF WORK.....	24
21.03	REST AND MEAL PERIODS	24
21.04	SPLIT SHIFTS.....	25

TABLE OF CONTENTS**Page Number**

21.05	DAYLIGHT SAVINGS TIME.....	25
ARTICLE 22 - OVERTIME.....		25
ARTICLE 23 - SHIFT DIFFERENTIAL.....		27
ARTICLE 24 - CALL BACK.....		27
ARTICLE 25 - ON CALL DIFFERENTIAL.....		27
ARTICLE 26 - TEMPORARY ASSIGNMENT.....		28
ARTICLE 27 - TRANSPORTATION ALLOWANCE.....		28
ARTICLE 28 - STATUTORY HOLIDAYS.....		28
28.01	STATUTORY HOLIDAYS.....	28
ARTICLE 29 - VACATIONS.....		29
29.01	VACATION ENTITLEMENT.....	29
29.02	VACATION PERIOD.....	30
29.03	SPLITTING OF VACATION PERIODS.....	30
29.04	VACATION PAY.....	31
29.05	VACATION CARRY OVER.....	31
29.06	VACATION ENTITLEMENT UPON DISMISSAL.....	31
29.07	REINSTATEMENT OF VACATION DAYS SICK LEAVE.....	31
ARTICLE 30 - BEREAVEMENT LEAVE.....		31
ARTICLE 31 - SICK LEAVE, W.C.B., RETURN TO WORK.....		32
31.10	W.C.B.....	34
31.11	RETURN TO WORK PROGRAMS.....	34
31.12	OTHER CLAIMS.....	35
ARTICLE 32 - EDUCATIONAL LEAVE.....		36
ARTICLE 33 - JURY DUTY.....		36
ARTICLE 34 - LEAVE - UNPAID.....		36
34.01	UNPAID LEAVE.....	36
34.02	UNPAID LEAVE - AFTER THREE YEARS.....	37
34.03	UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS.....	37
34.04	UNPAID LEAVE - UNION BUSINESS.....	37
34.05	UNPAID LEAVE - PUBLIC OFFICE.....	39
34.06	EMPLOYMENT STANDARDS ACT LEAVES LEAVES.....	39
ARTICLE 35 - MATERNITY LEAVE.....		39
35.01	MATERNITY LEAVE.....	39
35.02	PARENTAL LEAVE.....	41

TABLE OF CONTENTS

Page Number

35.03 MATERNITY AND PARENTAL LEAVE SENIORITY 42

ARTICLE 36 - ADOPTION LEAVE..... 42

ARTICLE 37 - HEALTH CARE PLANS 42

37.01 COMMENCEMENT OF COVERAGE 42

37.02 DENTAL PLAN..... 42

37.03 EXTENDED HEALTH CARE PLAN 43

ARTICLE 38 - LONG TERM DISABILITY INSURANCE PLAN 43

ARTICLE 39 - GROUP LIFE INSURANCE..... 43

ARTICLE 40 - INDEMNITY 43

ARTICLE 41 - UNIFORMS 44

ARTICLE 42 - MORE FAVORABLE RATE 44

ARTICLE 43 - PAY DAYS 44

ARTICLE 44 - BADGES AND INSIGNIA 44

ARTICLE 45 - BULLETIN BOARDS 45

ARTICLE 46 - NOTICE OF UNION REPRESENTATIVE VISITS 45

ARTICLE 47 - UNION ADVISED OF CHANGES..... 45

ARTICLE 48 - EMPLOYER PROPERTY 45

ARTICLE 49 - VACCINATION AND INOCULATION 46

ARTICLE 50 - OCCUPATIONAL HEALTH AND SAFETY 46

50.01 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE 46

50.02 AGGRESSIVE PATIENTS/RESIDENTS 48

50.03 COMMUNICABLE DISEASES..... 48

50.04 VIOLENCE IN THE WORKPLACE 48

50.05 WORKING ALONE OR IN ISOLATION 48

50.06 RESPECTFUL WORKPLACE 49

50.07 TRANSPORTATION 49

50.08 CRITICAL INCIDENT STRESS DEFUSING 49

50.09 WORKLOAD 49

50.10 CONTINGENCY PLANS..... 50

ARTICLE 51 - VOLUNTEERS..... 50

ARTICLE 52 - PRINTING OF THE AGREEMENT 50

ARTICLE 53 - VARIATIONS 51

ARTICLE 54 - SAVINGS CLAUSE..... 51

TABLE OF CONTENTS

Page Number

ARTICLE 55 - EFFECTIVE AND TERMINATING DATES 51

 55.01 EFFECTIVE AND TERMINATING DATES 51

 55.02 EFFECTIVE DATE OF WAGES AND BENEFITS 51

ARTICLE 56 - PART-TIME EMPLOYEES 52

ARTICLE 57 - CASUAL EMPLOYEES..... 52

ARTICLE 58 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA 58

 58.03 WAGE SCHEDULE 58

 58.04 GENERAL WAGE INCREASES 59

WAGE SCHEDULE 60

MEMORANDUM OF AGREEMENT..... 62

 RE: CONTRACTING OUT 62

ARTICLE 1 - PREAMBLE

1.01 Preamble

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union, and to promote a healthy working relationship between the Parties. The Union and Employer recognize the quality of services provided by Mountain Side Village is related to an effective working relationship between the Parties.

1.02 No Discrimination

- (a) The Employer and the Union subscribe to the principles of the *Human Rights Act* of British Columbia.
- (b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.
- (c) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- (d) The Employer agrees to provide equal opportunity for employment of Indigenous peoples, the disabled and visible minorities.

1.03 Harassment and Bullying

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment and bullying. The parties agree to foster and promote such an environment.
- (b) The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- (c) Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an

individual or individuals by the employees, or the Employer, on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment.

- (d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident or visitor contact, provided the acts are committed within the course of the employment relationship.

1.04 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.
- (b) Sexual harassment includes but is not limited to:
 - (1) A person in authority asking an employee for sexual favors in return for being hired or receiving promotions or other employment benefits;
 - (2) Sexual advances with actual or implied work related consequences;
 - (3) Unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;
 - (4) Verbal abuse, intimidation, or threats of a sexual nature;
 - (5) Leering, staring or making sexual gestures;
 - (6) Display of pornographic or other sexual materials;
 - (7) Offensive pictures, graffiti, cartoons or sayings;
 - (8) Unwanted physical contact such as touching, patting, pinching or hugging.
- (c) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

1.05 Bullying

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

1.06 Procedure for Filing Complaints

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer or through the Union to the Employer designate.
- (b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however it is recognized that various representatives of the Employer and the Union will be made aware of or part of the proceedings on a need to know basis. Except as required by the Collective Agreement or law, the Parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.
- (c) The Employer shall investigate the allegations within thirty (30) days. The Employer shall notify the Union upon conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take.
- (d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.
- (e) Disputes resulting from actions under this Article may be submitted to Expedited Arbitration under Article 8.08, where the complaint pertains to conduct of an employee or employees within the bargaining unit. Where disputes arise from actions under this Article, and the complaint pertains to conduct of an employee or employees not in the bargaining unit, the dispute may be submitted to the Troubleshooter under Article 8.07.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

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

2.02 Union Shop

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

2.03 Union Check-Off

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

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

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

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority

in accordance with the provisions of Article 2.02.

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

Twice every calendar year, in January and July the Employer shall electronically provide to the Secretary-Business Manager of the Union and the Secretary Treasurer of the Local, a list of all employees in the bargaining unit, their job titles, status, seniority, addresses, personal emails and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org and will be provided in an agreed upon fashion

2.04 Induction

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

2.05 Shop Stewards

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

- (1) Shop Stewards may be appointed by the Union.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.

ARTICLE 3 - DEFINITIONS

3.01 Regular Full-Time Employees

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

3.02 Regular Part-Time Employees

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

3.03 Casual Employees

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

3.04 Common-Law Spouse

Two people who have cohabited as spousal partners for a period of not less than one (1) year.

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

- Article 30 – Bereavement Leave
- Article 37.02 – Dental Plan
- Article 37.03 – Extended Health Care Plan

ARTICLE 4 - MANAGEMENT RIGHTS

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

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

ARTICLE 5 - UNUSUAL JOB REQUIREMENTS OF SHORT DURATION

At times it is necessary for an employee to perform work not normally required in her/his job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which she/he is not adequately trained.

ARTICLE 6 - LEGAL PICKET LINE

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

ARTICLE 7 - UNION/MANAGEMENT COMMITTEE

7.01 Union/Management Meetings

The parties, shall, as occasion warrants, meet for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute or other matters of a general nature, arising between them. Each side may have up to two (2) representatives at meetings under this article. For the Union, this shall be one (1) person who are employees of the Employer, and the Secretary-Business Manager, or their representative.

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 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 resident care is not affected.

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

8.02 Grievance Investigations

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

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

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

8.03 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, she/he shall be entitled to recourse through the

grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any such document (including letters of expectation), other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

8.04 Grievance Procedure

If an employee has a grievance, their grievance shall be settled as follows:

STEP ONE: The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with 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. If the grievance is not settled at this step, then:

STEP TWO: The grievance shall be reduced to writing, signed by the employee and a Shop Steward or Union Committee member and shall be presented to the immediate supervisor or the department head by a Shop Steward or a Union Committee member, who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give their written reply. If the grievance is not settled at this step, then:

STEP THREE: The Union/Management shall meet within twenty-one (21) days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Committee on Labour Relations shall be presented to the Union in writing

within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 9 within thirty (30) days.

8.05 Dismissal/Suspension for Alleged Just Cause

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

8.06 Reinstatement of Employees

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

8.07 Investigator

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Corrin Bell; Elaine Doyle; V.L. Ready; Ken Saunders or a substitute agreed to by the parties, shall at the request of either party:

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

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

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

8.08 Expedited Arbitrations

The grievance may proceed to expedited arbitration as an alternative to the arbitration procedure in Article 9.

Where the Parties mutually agree to refer a matter to expedited arbitration, the following procedure shall apply:

- (1) As the process is intended to be informal, lawyers will not be used to represent either party.
- (2) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (3) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (4) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (5) 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.
- (6) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (7) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (8) The expedited arbitrator, who shall act as a sole arbitrator, shall be selected from Koml Kandola, Elaine Doyle, Mark Atkinson, Chris Sullivan or any other arbitrator mutually agreed upon.
- (9) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9.

ARTICLE 9 - ARBITRATION

9.01 Notification

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party of its desire to submit the difference or allegation to arbitration. Every effort will be made to deliver the notice within twenty-one (21) days.

9.02 Arbitration

The Parties may mutually agree to refer the matter to Koml Kandola, Elaine Doyle, Mark Atkinson, or Chris Sullivan or any other arbitrator mutually agreed upon.

9.03 Failure to Appoint

If the recipient of the notice fails to agree upon an arbitrator within seven (7) calendar days of their appointment, the appointment shall be made by the Ministry of Labour, at the request of either Party.

9.04 Authority of Arbitration Arbitrator

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

9.05 Decision of Arbitrator

The decision of the Arbitrator shall be in writing and shall be final, binding, and enforceable on the Parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable.

9.06 Expenses of Arbitration

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

9.07 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

ARTICLE 10 - RESTRICTION OF EMPLOYEE STATUS

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

ARTICLE 11 - INCREMENTS

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

ARTICLE 12 - PROBATIONARY PERIOD

12.01 For the first 480 hours of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by 160 hours provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

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

ARTICLE 13 - EVALUATION REPORTS, PERSONNEL FILES

13.01 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within four (4) calendar days of receipt of the appraisal. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall, upon request, receive a copy of this evaluation report at the time of signing.

All final employee performance appraisals shall form part of the employee's permanent record.

If the employee doesn't submit a grievance on the content of the appraisal within fourteen (14) days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a permanent part of the employee's record.

13.02 Personnel File

An employee, or the Secretary-Business Manager of the Union, (or their designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, and make a copy of documents, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review their file and make copies of documents for personal reference, in the presence of an Employer representative.

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

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

ARTICLE 14 - SENIORITY

14.01 Promotion, Transfer, Demotion, Release

In the promotion, transfer, demotion, or release of employees, qualifications and ability and past job performance, including initiative, ability and competencies, shall be the determining factors and where two (2) or more people are equal, the one with the greater seniority will be selected.

Seniority shall be calculated at the end of the pay period immediately prior to the posting.

14.02 Qualifying Period

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of 480 hours.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned 480 period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee 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.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of this Section.

14.03 Temporary Promotion or Transfer

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

14.04 Promotions

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

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

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

14.05 Transfers

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

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

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

14.06 Demotions

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

14.07 Re-employment After Voluntary Termination or Dismissal for Cause

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

14.08 Seniority Accumulation

All employees accumulate on an hourly basis and are entitled to all benefits outlined in this Collective Agreement.

14.09 Seniority

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

14.10 Loss of Seniority

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

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

ARTICLE 15 - JOB POSTINGS AND APPLICATIONS

If a vacancy or a new job is created for which employees in the Bargaining Unit reasonably might be expected to be recruited, the following shall apply:

- (a) If the vacancy or new job has a duration of sixty calendar days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the location of the vacancy and the commencement date shall, before being filled, be posted for a minimum of 7 calendar days, in a manner which gives all employees access to such information, provided that no regular employee shall be

- entitled to relieve other regular employees under this clause on more than two (2) occasions in one (1) calendar year unless the Employer and the Union otherwise agree in good faith.
- (b) The posting shall be placed on the staff bulletin board.
 - (c) The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, union leave, compassionate leave, education leave and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.
 - (d) All postings shall be sent to the Secretary-Treasurer of the Local of the HEU within the aforementioned seven (7) calendar days.
 - (e) The Employer shall, within seven (7) calendar days of the successful candidate being notified, 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.
 - (f) The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.
 - (g) An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

ARTICLE 16 - JOB DESCRIPTIONS

16.01 Notice of New or Changed Positions

In the event that the Employer introduces a new position or makes significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the wage rate, such objection must be made in writing, within thirty (30) days of notification by the Employer.

If no written objection is received by the Employer, then the wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

ARTICLE 17 - REDUCTION IN WORKFORCE

(1) In the event of a reduction in the work force, regular full-time and regular part-time employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and have the ability to do the work of the employees laid off.

The Employer shall give regular employees written notice of layoff or normal pay for that period in lieu of notice as follows:

- i) One (1) weeks' notice after three (3) consecutive months of employment,
- ii) Two (2) weeks' notice after twelve (12) consecutive months of employment,
- iii) Three (3) weeks' notice after three (3) consecutive years, plus one additional week for each additional year of employment to a maximum of eight (8) weeks.
- iv) Employees shall be entitled to Group Termination notice/pay pursuant to Section 64 of the *Employment Standards Act*.

(2) Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job on the

basis of the posting procedure.

If a laid-off employee is not recalled to work within twelve (12) calendar months of layoff, such employee may be terminated by written notification at the expiration of the twelve (12) calendar month period.

Laid-off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to employment.

Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

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

ARTICLE 18 - BUMPING

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation an employee affected shall be laid off. Any reduction in hours of one (1) hour or more in a shift shall be considered a layoff and may, at the employees' option, trigger bumping rights as laid out below. Employees affected shall have the right to transfer (bump) to a job in line with seniority, provided such transfer does not affect a promotion and provided, further, the employee possesses the qualifications and ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

A laid off employee may bump the most junior employee with the same hours, in any of the existing rotations in their classification or the most junior employee in the chosen FTE and classification.

For clarification of the above rights, where there is more than one employee in a classification with the same hours and rotation, then the laid off employee may only chose to bump the most junior employee within that group.

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 in the wage grid. Concurrent with notice of layoff, the Employer shall provide affected employees a list of positions available for bumping. Laid off employees must make their bumping choices within five (5) calendar days from the receipt of the notice.

An employee exercising their options under this article shall be moved to their new position at the end of their notice period, unless mutually agreed otherwise. An employee shall not incur a loss of income during their notice period.

A transfer under this Article shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of five percent (5%) of their existing pay rate.

ARTICLE 19 - TERMINATION OF EMPLOYMENT

19.01 Employee's Notice of Termination

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

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

19.02 Employment Abandoned

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

ARTICLE 20 - SCHEDULING PROVISIONS

- (a)
 - (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
 - (ii) The Employer will not alter the posted schedule without the mutual agreement of the Employee(s) affected.
 - (iii) If the Employer alters the scheduled workdays of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article – Overtime. Notice of such alteration shall be confirmed in writing as soon as possible.
- (b) There shall be a minimum of 10 consecutive hours off-duty between the completion of one work shift and the commencement of the next. Casual employees and part time employees registering for casual work shall require 8 consecutive hours off-duty between shifts.
- (c) Shift schedules shall be arranged so that an employee:
 - (i) Is not scheduled to work more than six (6) consecutive days;
 - (ii) Employees shall not receive any time less than two (2) consecutive days off duty excluding statutory holidays.
- (d) Employees will be allowed to exchange shifts with other employees for personal convenience under the following conditions:
 - (i) The employee exchanging shifts shall assume full responsibility for the coverage of the shift to which they change; and
 - (ii) The employee being replaced must be replaced by another employee appropriately qualified, as determined by the Employer and;
 - (iii) The exchange must receive prior approval which will not be unreasonably withheld, from the Employer and;
 - (iv) There is no increased cost to the Employer.

- (e) Employee requests for specific days off must be submitted to the Employer one (1) week in advance of posting whenever possible.

ARTICLE 21 - HOURS OF WORK

21.01 Continuous Operation

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

21.02 Hours of Work

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-seven-and-one-half (37-1/2) hours per week or an equivalent mutually agreed to by the Employer and the Union.
- (b) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- (c) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays.

21.03 Rest and Meal Periods

(a) Rest Periods

Employees working a full shift shall receive two (2) paid fifteen (15) minute breaks, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

(b) Meal Periods

All employees covered by the Collective Agreement and working in excess of five (5) hours, shall receive a one-half (1/2) hour unpaid meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift. Employees unable to

leave the facility shall be paid at straight-time wages for the meal break or overtime wages, if they work in excess of a full-time shift, subject to the approval of the Employer.

21.04 Split Shifts

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

21.05 Daylight Savings Time

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

ARTICLE 22 - OVERTIME

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

- (1) The rate of time-and-one half of their basic hourly rate of pay for the first four (4) hours of overtime on a scheduled workday and double time thereafter;
- (2) The rate of time-and-one-half of their basic hourly rate of pay for all hours worked on a scheduled day off.

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

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

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

22.05 The wage rate shall be the wage rate of the employee, as shown in the Wage Schedules.

22.06 An employee who works four (4) hours of overtime immediately before or following their scheduled hours of work shall receive a one-half (1/2) hour with pay in order that she/he may take a meal break either at or adjacent to their place of work.

- (i) This clause shall not apply to part-time employees until the requirements of Article 22.08 have been met.
- (ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside their regular shift times for a normal workday.

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

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

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

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

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

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

ARTICLE 23 - SHIFT DIFFERENTIAL

All hours worked by an employee that fall between 11:00 p.m. Friday and 11:00 p.m. Sunday will be paid a shift premium of \$0.25/hour.

ARTICLE 24 - CALL BACK

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

These employees shall receive a transportation allowance of fifty-four cents (\$0.54) per kilometer from the employee's home to the Employer's place of business and return.

ARTICLE 25 - ON CALL DIFFERENTIAL

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

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

ARTICLE 26 - TEMPORARY ASSIGNMENT

26.01 In the event of an employee is temporarily assigned to a different position to which they have the ability to perform the duties, they shall receive the next higher increment rate of the new position after not less than one (1) workday, retroactive to the start of the relief period;

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

ARTICLE 27 - TRANSPORTATION ALLOWANCE

An employee who uses her/his own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of fifty-four cents (\$0.54) per kilometer.

ARTICLE 28 - STATUTORY HOLIDAYS

28.01 Statutory Holidays

Employees will be entitled to eleven (11) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	

Eligible employees who work on a statutory holiday shall be compensated at 1.5 x for all hours worked.

Regular employees shall receive an average day's pay for each statutory holiday.

28.02 When an employee has been on sick leave that is inclusive of one or more working days prior to a scheduled statutory holiday and one or more working days following such scheduled statutory holiday, then the facility scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 28.01, paragraph 3 shall not apply to scheduled statutory holidays rescheduled in accordance with this paragraph. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

28.03 Employees required to work on scheduled days off will receive pay at the rate of 1.5x for the time worked, but will not have the day off rescheduled.

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

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

ARTICLE 29 - VACATIONS

29.01 Vacation Entitlement

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

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

New employees who have not been employed six (6) months prior to July 1st will receive a partial vacation after six (6) months'

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

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

- One (1) to three (3) years of service 75 hours
- Four (4) to five (5) years of service 112.5 hours
- Six (6) and more years of service 127.5 hours

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

29.02 Vacation Period

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

29.03 Splitting of Vacation Periods

Annual vacations for employees with ten (10) workdays' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided into not more than 4 periods subject to the approval of the Employer.

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

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

29.04 Vacation Pay

The pay for an annual vacation to which an employee is entitled shall be paid to the employee in on their regular pay deposit.

29.05 Vacation Carry Over

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

29.06 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 29.01 and 29.02.

29.07 Reinstatement of Vacation Days Sick Leave

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

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

ARTICLE 30 - BEREAVEMENT LEAVE

Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee following notification of death upon

application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, 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 employee who has experienced a loss of pregnancy after twenty (20) weeks.

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

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

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

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

ARTICLE 31 - SICK LEAVE, W.C.B., RETURN TO WORK

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

31.02 Sick leave credits with pay shall be granted on the basis of point-seven-five (0.75) of a workday per month, cumulative up to thirty (30) workdays.

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

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

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

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

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return to work. The Employer's decision for further leave of absence without pay shall be in writing.

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

31.07 Employees with less than one (1) years' service who are off because of sickness or accident shall be continued on the payroll

under the heading of leave of absence without pay for a period of seven (7) workdays. Further leave of absence periods of seven (7) workdays without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within the seven (7) workdays from such an employee explaining her/his condition, she/he shall be removed from the payroll.

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

31.09 All sick leave credits are cancelled when an employee terminates her/his employment.

31.10 W.C.B.

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

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

Article 37 – Health Care Plans shall continue for those employees who are entitled to receive WCB wage loss benefits including those WCB benefits other than wage loss benefits pursuant to Sections 29 and 30 (temporary benefits and/or partial temporary benefits) of the *Workers' Compensation Act*, so long as the employee is otherwise entitled to benefits under those Sections of the *Workers' Compensation Act*.

31.11 Return to Work Programs

(a) The Parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that Return to Work programs are part of a continuum of injury prevention and rehabilitation.

- (b) The Employer and the Union are committed to a safe Return to Work program that addresses the needs of each individual employee who participates.
- (c) Return to Work programs will be part of an approved WCB rehabilitation plan. The approved WCB rehabilitation plan shall be agreed upon by the employee and their Union designate.
- (d) An employee involved in a return to work program will be employed in a position that is additional to the Employer's regular number of full-time, part-time and casual positions and further will not cause the dismissal, layoff or reduction in hours or period of work of any existing employees.
- (e) The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided. The Employer shall not have contact with the employee's physician, without the employee's consent.

31.12 Other Claims

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

ARTICLE 32 - EDUCATIONAL LEAVE

a) Employer Requested Leave

An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course required books, pre-approved out of town traveling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

When an employee goes on approved Education Leave, upon completion of the leave they will return to their former position.

b) Employee Requested Unpaid Leave

A regular employee with more than three (3) years continuous service may request an unpaid leave of absence of up to two (2) calendar years to take educational courses that have a potential benefit related to the care of the residents and the employee's ability to fully perform the job duties. The request shall be in writing.

- c) Notice of the Employer's decision shall be given in writing as soon as possible.
- d) Employees on leave as per section b) above shall have the right to pick up relief work as per Article 57, sections 8 and 14.

ARTICLE 33 - JURY DUTY

A regular employee, who is required to serve as a juror or witness in any court provided such court action is not occasioned by the employee's private affairs, shall be granted an unpaid leave.

ARTICLE 34 - LEAVE - UNPAID

34.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the facility manager and may be granted at the

Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing within seven (7) days. Leave shall not be granted for an employee to take employment with another employer.

34.02 Unpaid Leave - After Three Years

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in writing. Leave shall not be granted for an employee to take employment with another Employer.

34.03 Unpaid Leave - Affecting Seniority and Benefits

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

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

34.04 Unpaid Leave - Union Business

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the facilities community.

The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.

- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the facilities community. Such requests shall be made in writing sufficiently in advance to minimize disruption of the facilities community. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 8.01, 8.02, 8.03, 13.01, 13.02, 43.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f)
 - (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
 - (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

34.05 Unpaid Leave - Public Office

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

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

34.06 Employment Standards Act 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; and;
- Family Responsibility Leave
- Illness and Injury 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.

ARTICLE 35 - MATERNITY LEAVE

35.01 Maternity Leave

Pregnancy shall not constitute cause for dismissal.

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

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

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

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

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

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

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

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

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

An employer may request a doctor's or nurse practitioner's note stating the expected or actual birth date or termination date or

reasons for requesting leave.

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

35.02 Parental Leave

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

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

Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks (or sixty-one (61) consecutive weeks in the case of birth mother who takes maternity leave under Article 35.01. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

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

Leave taken under this clause shall commence:

- (1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 35.01 or following the adoption;
- (2) In the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child

and/or spouse of the mother, including common-law spouse as defined by Article 3. Such leave request must be supported by appropriate documentation.

35.03 Maternity and Parental Leave Seniority

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

ARTICLE 36 - ADOPTION LEAVE

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

ARTICLE 37 - HEALTH CARE PLANS

37.01 Commencement of Coverage

Eligible employees shall be enrolled for coverage following the completion of three (3) months or 480 hours, whichever comes first.

37.02 Dental Plan

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

37.03 Extended Health Care Plan

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

ARTICLE 38 - LONG TERM DISABILITY INSURANCE PLAN

38.01 Employees shall be provided with a long-term disability insurance plan using the guidelines as set out and provided in the Benefit Booklet.

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

ARTICLE 39 - GROUP LIFE INSURANCE

39.01 Employees shall be provided with a group life insurance plan using the guidelines as set out and provided in the Benefit Booklet.

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

ARTICLE 40 - INDEMNITY

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

- (i) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
- (ii) assume all costs, legal fees and other expenses arising from any such action.

ARTICLE 41 - UNIFORMS

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

ARTICLE 42 - MORE FAVORABLE RATE

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

ARTICLE 43 - PAY DAYS

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

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

ARTICLE 44 - BADGES AND INSIGNIA

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

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

ARTICLE 45 - BULLETIN BOARDS

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

ARTICLE 46 - NOTICE OF UNION REPRESENTATIVE VISITS

The Employer agrees that access to its premises will be granted to a Hospital Employees' Union Staff Representative, or authorized alternate. The Union Representative shall provide reasonable notice to the Administrator or their designate/person in charge. Such visits shall not interfere with the operation of the Employer's business.

ARTICLE 47 - UNION ADVISED OF CHANGES

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

ARTICLE 48 - EMPLOYER PROPERTY

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

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

ARTICLE 49 - VACCINATION AND INOCULATION

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

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

ARTICLE 50 - OCCUPATIONAL HEALTH AND SAFETY

50.01 Occupational Health and Safety Committee

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

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

representatives.

- (b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.
- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints (including workload problems) which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Troubleshooter for a written recommendation.
- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make readily available information,

manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

- (f) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

50.02 Aggressive Patients/Residents

When the Employer is aware that a resident has a history of aggressive behavior, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive resident will be provided by the Employer. It is understood that this provision is at no cost to the Employer.

50.03 Communicable Diseases

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

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

50.04 Violence in the Workplace

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

50.05 Working Alone or In Isolation

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

50.06 Respectful Workplace

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

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

50.07 Transportation

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

50.08 Critical Incident Stress Defusing

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

50.09 Workload

The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the Committee determines that a safety-related workload problem exists, it shall inform the Employer. Within fourteen (14) days therefore, the Employer shall advise the Committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the Committee.

50.10 Contingency Plans

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

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

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

ARTICLE 51 - VOLUNTEERS

It is agreed that Volunteers are an important link to the community being served.

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

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

ARTICLE 52 - 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 on staff, and the Employer will share the cost of printing and distributing the Agreement.

ARTICLE 53 - VARIATIONS

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

ARTICLE 54 - SAVINGS CLAUSE

In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 9 of the Collective Agreement.

ARTICLE 55 - EFFECTIVE AND TERMINATING DATES

55.01 Effective and Terminating Dates

The Agreement shall be effective from Date of Ratification, June 1, 2023, except where specified otherwise, and shall remain in force and be binding upon the parties until three years post date of ratification, May 31, 2026, and from year to year thereafter unless terminated by either party on written notice served during the month February 2026.

55.02 Effective Date of Wages and Benefits

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

this Collective Agreement.

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

ARTICLE 56 - PART-TIME EMPLOYEES

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

Vacations

Regular part-time employees shall be credited with and granted vacations as set out in Articles 29.01 and 29.02; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 29.01 and 29.02.

ARTICLE 57 - CASUAL EMPLOYEES

1. (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - (1) vacation relief;
 - (2) sick leave relief;
 - (3) education relief;
 - (4) maternity leave relief;
 - (5) compassionate leave relief;
 - (6) union business relief;
 - (7) educational leave relief;
 - (8) Server shifts
 - (9) such other relief as is provided by the Collective Agreement.
- (b) In an emergency, or non-recurring short-term relief, a

casual employee may be used to do work having duration of less than sixty (60) calendar days.

2. Casual employees shall be called to work in the order of their seniority.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within sixty (60) calendar days that position shall be posted and filled.
4. A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a regular vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment, a casual employee shall be reverted to the casual list.
5. Casual employees are entitled to all benefits of the Collective Agreement except where modified by specific provisions.
6. Casual employees shall accumulate seniority as per Article 10.01 – Seniority Defined.
7. The Employer shall maintain both a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority, and a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those employees who have been qualified to work in that job classification in descending order of hours worked.
8. 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 a text number and indicate their preference (text or

- phone) of how they wish to be contacted for relief work.
- (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 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 2 hours in advance, the casual employees shall have 7 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 2 hours but less than 4 hours, 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 4 hours, but less than 24 hours in advance, the employees shall have 45 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.
 - d) Where a vacancy is known more than 24 hours, but less than 72 hours in advance, the employees shall have 4 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.
 - e) Where a vacancy is known more than 72 hours in advance, the casual employee 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.
 - f) The Employer shall ensure a process will be put in place to enable the canvassing of employees who are on shift at the time of the call out.
- (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 fulfill 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, location and shift times.
 - c) Appropriate response time (see point (iv) a, b, c, d and e above).
 - d) Number for employees to respond to.
9. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid-off casual employees shall retain their seniority for one (1) year, subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
10. (i) The master casual employee seniority list and each classification registry shall be revised and updated every three (3) months as at seven (7) calendar days following the first (1st) pay period as at January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
- (ii) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next adjustment date.
 - (iii) Within two (2) weeks of each adjustment date the Employer

shall send to the Union a revised copy:

- a) of the master casual seniority list;
- b) of each classification registry maintained by the Employer.

11.(i) Except for regular employees who transfer to casual status, casual employees shall serve a probationary period.

(ii) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 6.02 of the Collective Agreement but at no time will this period be longer than the full period of one probationary period.

(iii) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period.

12. A regular employee who is laid off shall be entitled, as of right, to transfer to casual status. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and shall have their sick leave bank frozen and only accessible if they return to regular status.

13. The parties have agreed that upon return to work from receiving WorkSafeBC Benefits, casual employees receive seniority hours for their time away based on the rate of seniority hours earned in the twenty-six (26) weeks immediately preceding the date of injury.

14. A casual employee shall provide the employer with their availability to work, in writing, for the forth coming month. This will be submitted no later of the fifteenth (15th) of the month for the next month.

15. The Employer shall only be obliged to call an employee for

those days and shifts the employee has identified as being available. A Casual employee may amend their availability by submitting a request to the Employer for the change but will not be added to the 'obligated' list until the start of the next month.

16. Casual employees shall not be dismissed except for just and proper cause, unless they are in their probation period and therefore would be accessed under the criteria found under Article 10.02 - Probationary Period. Casual employees who have not been available for three (3) consecutive months without sufficient reason, or have refused work on more than 3 occasions in a two month period of time, may have their names removed from the casual list.

Declining a call out to work because the casual employee has already accepted paid work will not be consider a refusal. In the event of a grievance, the burden of proof is on the grievor to establish proof of other paid work.

ARTICLE 58 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

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

58.03 Wage Schedule

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

58.04 General Wage Increases

Effective Date of Ratification, all wage rates shall be increased as per the attached wage schedule.

**WAGE SCHEDULE
Mountain Side Village**

Steps	Current Rate	Date of Ratification June 2, 2023	Date of Ratification June 2, 2023	June 2, 2024	June 2, 2025
		\$0.15	4.5%	2.5%	2.25%
Dietary Aide / Server					
Step 4	\$17.61		\$18.40	\$18.86	\$19.29
Step 3	\$17.10		\$17.87	\$18.32	\$18.73
Step 2	\$16.60		\$17.35	\$17.78	\$18.18
Start	\$16.12		\$16.85	\$17.27	\$17.66
Housekeeping Aide					
Step 4	\$19.20		\$20.06	\$20.57	\$21.03
Step 3	\$18.29		\$18.30	\$18.76	\$19.18
Step 2	\$17.42		\$18.20	\$18.66	\$19.08
Start	\$16.59		\$17.34	\$17.77	\$18.17
Prep Cook					
Step 4	\$18.48		\$19.31	\$19.79	\$20.24
Step 3	\$17.77		\$18.57	\$19.03	\$19.04
Step 2	\$17.09		\$17.86	\$18.31	\$18.72
Start	\$16.43		\$17.17	\$17.60	\$17.99
Resident Advisor					
Step 4	\$19.20		\$20.06	\$20.57	\$21.03
Step 3	\$18.29		\$19.11	\$19.59	\$20.03
Step 2	\$17.42		\$18.20	\$18.66	\$19.08
Start	\$16.59		\$17.34	\$17.77	\$18.17
Head Cook					
Step 3	\$20.69	\$20.84	\$21.78	\$22.32	\$22.82
Step 2	\$19.37	\$19.52	\$20.40	\$20.91	\$21.38
Start	\$18.36	\$18.51	\$19.34	\$19.83	\$20.27

**Golden Life Management Corp. (Mountain Side Village) / Hospital
Employees' Union – June 1, 2023 – May 31, 2026**

Steps	Current Rate	Date of Ratification June 2, 2023	Date of Ratification June 2, 2023	June 2, 2024	June 2, 2025
		\$0.15	4.5%	2.5%	2.25%
Bus Driver					
Step 4	\$18.13		\$18.95	\$19.42	\$19.42
Step 3	\$17.60		\$18.39	\$18.85	\$19.28
Step 2	\$17.09		\$17.86	\$18.31	\$18.72
Start	\$16.59		\$17.34	\$17.77	\$18.17

MEMORANDUM OF AGREEMENT

BETWEEN

**GOLDEN LIFE MANAGEMENT CORP.
MOUNTAIN SIDE VILLAGE**

AND

HOSPITAL EMPLOYEES' UNION

Re: Contracting Out

The Employer agrees that it will not contract out bargaining unit work to any outside agency which would result in the laying off of employees within the Bargaining Unit.

The Employer shall discuss with representatives of the Local Union any functions that it intends to contract out that could otherwise be performed by members of the Hospital Employees' Union within the facility, except where an emergency exists.

This Memorandum of Agreement will expire on May 31, 2026.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF
OF THE EMPLOYER:**



Noel Gulbransen
HEU Negotiator



Peter Kafka
Chief Spokesperson

November 1, 2023

Date

Dec 28, 2023

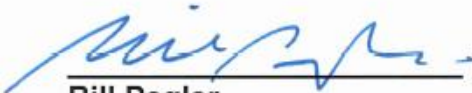
Date

IN WITNESS WHEREOF

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF
OF THE EMPLOYER:**



Bill Pegler
Coordinator of Private Sector
& Special Projects



Jane Phillips
Golden Life Management



Noel Gulbransen
HEU Negotiator



Peter Kafka
Chief Spokesperson



Nellie Cahlig
Bargaining Committee Member

November 1, 2013
Date

Dec 28, 2023
Date