

COLLECTIVE AGREEMENT

BETWEEN

**NANAIMO MEMORY CARE LIMITED PARTNERSHIP
NANAIMO MEMORY AND COMPLEX CARE
(The Employer)**

AND

**HOSPITAL EMPLOYEES' UNION
(The Union)**



July 15, 2022 – July 14, 2025

Note: underline text is new language for 2022-2025

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ARTICLE 1 - PREAMBLE

1.01 Purpose of Agreement

To make provisions for the mutual benefit of the parties, for the orderly and expeditious settlement of all matters of collective bargaining including but not limited to wages, hours of work and adjustment of grievances.

To encourage efficient maintenance of high quality services for residents in a caring and cooperative environment, as well as one which is safe, harmonious and rewarding for all.

To recognize that the Employer's business functions by providing services for seniors in a facility that is not government funded.

ARTICLE 2 - DEFINITIONS

2.01 Definition of Employee Status

(a) Regular Full-Time Employees

A regular full-time employee is one who is regularly scheduled to work at least thirty (30) hours per week on a continuing basis, or such other period as mutually agreed to by the parties.

Seniority for full time employees shall accumulate on the basis of hours worked/paid.

Benefits will be provided to regular full-time employees per Article 46.

(b) Regular Part-Time Employees

A regular part-time employee is one who is regularly scheduled to work an average of less than thirty (30) hours per week.

Seniority for part time employees shall accumulate on the basis of hours worked/paid.

Benefits will be provided to regular part-time employees per Article 46.

(c) Casual Employees

A casual employee is one who is employed on an as needed basis in keeping with Article 22.05.

(d) The status of employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through the grievance procedure (Article 9).

2.02 Common-Law Spouse

Two people who have cohabited as spousal partners for a period of at least one (1) year.

2.03 Employer

Nanaimo Memory Care Limited Partnership (Nanaimo Memory and Complex Care).

2.04 Union

Means the Hospital Employees' Union hereinafter referred to as "the Union".

2.05 Use of Singular Terms

Wherever the singular is used, the same shall be construed as including the plural unless otherwise specifically stated.

ARTICLE 3 - GENERAL CONDITIONS

3.01 Effective and Terminating Dates

This Agreement shall be binding and remain in effect from July 15, 2022 until July 14, 2025 and until another agreement is negotiated.

3.02 Labour Code

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.

3.03 Future Legislation

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 that have been rendered null and void or materially altered.
- (c) If a mutual agreement cannot be reached as set out in (b) above, the matter shall be arbitrated pursuant to Article 11 of the Collective Agreement.

3.04 Article Heading

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

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

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

4.02 Article not to Interfere with Employer and Union Rights

Nothing in this Article is intended to interfere with, or restrict, either the Employer's right to manage or the Union's right to represent members.

4.03 Harassment

The Union and the Employer recognize the right of employees to work in an environment free from bullying and harassment, including sexual harassment as prescribed in legislative and regulatory requirements within the Province of British Columbia and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in such sexual or other harassment in the workplace.

4.04 Procedure for Filing Complaints

- (a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the Union to the Employer designate.
- (b) If a complaint is registered, it shall be handled in a timely manner in accordance with the Employer's harassment policies.
- (c) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence.
- (d) Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.
- (e) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

4.05 No Discrimination for Union Membership

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.

ARTICLE 5 - RECOGNITION, UNION MEMBERSHIP AND UNION CHECKOFF

5.01 Union Recognition

The Employer recognizes the Hospital Employees' Union as exclusive bargaining agent for all employees falling within the certificate issued by the Labour Relations Board on February 20th, 2019, covering employees at Avenir Memory Care at Nanaimo, 4989 Wills Road, Nanaimo, B.C.

No employee covered by this agreement shall be permitted or required to make a written or oral agreement with the Employer which may conflict with this agreement.

5.02 Union Shop

Employees who are 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 within 30 days after their initial date of employment in the bargaining unit.

Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

In the event an employee is terminated pursuant to this section,

the following contract provisions shall not be applicable to the employee:

- Article 9.03 - Grievance Procedure

5.03 Union Check-Off

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 5.02.

The Employer agrees to the monthly check-off of all Union dues, assessments, Initiation Fees, and written assignments of amounts equal to Union Dues, provided there are sufficient wages owing to employees to cover the deductions and unless the employee has legislative permission for dues deductions to be forwarded to a recognized charity.

The check-off of monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer in a period not to exceed twenty-one (21) days after the date of the 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. Such information shall be provided in an electronic format, such as Microsoft Excel, and shall be provided securely in a fashion agreeable to both parties to: memberupdates@heu.org.

The Employer shall supply each employee, without charge, a receipt in the form acceptable to Revenue Canada for income tax purposes which receipt shall record the amount of all deductions

paid to the Union by employees during the taxation year. The receipts shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.

By January 31st and July 31st of each year, the Employer shall provide to the Local and the Union's Provincial Office, a list of all employees in the bargaining unit, their job titles, their home addresses, their personal emails, and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel.

The Union shall advise the Employer in writing thirty (30) days in advance of the amount of its dues and/or changes in the amount of dues to be deducted.

5.04 Advised of Steward and Induction Sessions

The Employer shall provide a copy of this agreement to newly hired employees within the first thirty (30) days of employment and advise the new employee of the name of their Union Steward. The employer shall notify the Union Local of newly hired employees and the shop steward will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employee during orientation. The Employer will hold orientations for new employees on a monthly basis. The new employee and the shop steward will not have wages or benefits deducted during this time.

5.05 Shop Stewards

- (a) The Employer agrees to the operation of a Shop Steward system which shall be governed by the following:
- i) Shop Stewards will be appointed by the Union.
 - ii) The Employer is to be kept advised of all Shop Steward appointments.
 - iii) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward.

- (b) The Unions will supply the Employer with the name of their Stewards and any changes to the name at least thirty (30) days of when the change is to take effect.
- (c) The stewards shall be entitled to reasonable time to perform duties as a steward, including to investigate, present or assist in the presentation of any grievance while on duty without loss of regular pay and benefits provided they:
 - i) Have received prior consent from the supervisor before leaving their normal work to perform duties as a steward. Such consent shall be based on operational requirements and shall not be unreasonably withheld.
 - ii) Endeavour to complete their business as a steward in as short a time as possible.
 - iii) Advise their supervisor(s) of their return to duty.
- (d) Stewards will not interrupt the normal operations of the facility.
- (e) A Shop Steward, who works only the night shift, may request time off to investigate grievances to a maximum of one (1) hour per week. This time may be extended by mutual agreement. Such time shall be paid at straight time and must be approved in advance by the Employer. Such approval will not be unreasonably withheld.

5.06 Insignia Pins

Union members shall have the right to wear the recognized insignia pin of the Union. Shop Stewards have the right to wear their shop steward pin.

5.07 Bulletin Board

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 the bulletin board for the posting of Union business only.

5.08 Legal Picket Line

Refusal to cross a legally established picket line arising out of a labour dispute, 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 and benefits.

5.09 Union Representative Visits

The Union shall inform the Employer in advance when the Union Representative intends to visit the Employer's place of business for the purpose of conducting Union business.

Such visits will not interfere with the normal operations of the facility.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 Employer Rights

The Union agrees that it is the exclusive function of the Employer to perform the functions of management, including, but not so as to restrict the generality, of the foregoing:

- (a) conduct its business in accordance with its commitments and responsibilities, including the right to maintain and improve, order, discipline, standards and efficiency except as may be otherwise specifically provided for in this agreement;
- (b) to make, alter from time to time, and enforce reasonable rules of conduct and procedures to be observed by the employees which are published to employees in bulletin(s), or notice board(s) or by general distribution provided such rules are not in conflict with this agreement.

ARTICLE 7 - EMPLOYER PROPERTY

7.01 Return of Employer Property on Termination

Employees must return to the Employer all Employer property in

their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

7.02 Personal Property Damage

Upon submission of reasonable proof, the Employer shall repair or replace an employee's personal property damaged while on duty by a resident or a resident's guest, provided such personal property is the type suitable for use while on duty and is required to perform their job. No property will be repaired or replaced in those cases where the damage was the result of the employee's own actions.

7.03 Indemnity

The Employer will:

- (a) exempt and save harmless employees from any liability action arising from the proper performance of her duties for the Employer, as directed and/or authorized by the Employer, and
- (b) assume all reasonable costs, legal fees and other reasonable expenses arising from any such action, provided the Employer has conduct of the action.

7.04 Employer to Continue to Supply Tools

Should employees be required to use tools in the performance of their duties, then the Employer will supply such tools.

Upon completion of using such tools, it is the responsibility of the employee to return such tools to their proper location.

7.05 Uniforms

The Employer will supply protective clothing to employees in accordance with WorkSafeBC requirements.

The Employer shall supply two uniforms to each employee who is required to wear same. The Employer will replace any damaged

uniforms at no cost to the employee.

ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE

8.01 Committee Composition and Frequency of Meetings

The Union and the Employer are committed to a process of working together with the common goals of anticipating and resolving mutual problems and improving their day to day working relationship. To this end, the parties agree to the establishment of a labour management committee.

The committee shall include two (2) members from the Union and two (2) members from the Employer. The committee shall meet as the occasion warrants but not more often than once per month, for the purpose of discussing issues relating to the workplace that affect any employee bound by this agreement.

8.02 Chair to Alternate

The chair of the Labour Management Committee shall alternate between the parties. The Employer shall take and distribute minutes of the meetings.

8.03 Agenda for Meeting

A proposed written agenda shall be drafted by the alternating chair of the Labour Management Committee and distributed to Committee members, if at all possible, at least forty-eight (48) hours before the meeting.

8.04 Payment for Attendance

Employees who are members of the Labour/Management Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Committee.

8.05 Scope of Committee

The Committee shall:

- (a) not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation; and
- (b) not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion; and
- (c) not supersede the activities of any other committee of the Union or of the Employer.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definition

“Grievance” refers to any difference between the parties concerning the interpretation, application, or any alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable.

9.02 Disciplinary Documents in Employee’s File

An employee shall be given a copy of any document placed on the employee’s file which might form the basis for disciplinary action, such copy is to be given at the time the document is placed in the file.

Should an employee dispute any such entry in their file, they shall be entitled to recourse through this grievance procedure.

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

An employee shall have the right to request that any disciplinary action be removed from the personnel file after eighteen (18) months has expired, provided that there has been no further disciplinary action.

9.03 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 wishes to discuss the grievance with that employee, the employee and the Shop Steward shall be given reasonable time off without loss of pay for this purpose when the discussion takes place during their hours of work.

No meeting shall take place between the Employer and an employee, where disciplinary action is to be taken or where the Employer is investigating whether disciplinary action should be taken, without the Employer specifically advising the employee that they have the right to representation by their Shop Steward. Where the Employer fails to so advise the employee, any disciplinary action taken with respect to such meeting shall be rendered null and void.

9.04 Grievance Procedure

The following procedure shall be used for the resolution of grievances:

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 of the employee or the Union becoming aware of the circumstances of the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then:

Step Two:

If the difference is not settled in Step One, within fourteen (14) calendar days of the meeting in Step One, the grievance shall be reduced to writing and presented to the Department Manager or designate.

The grievance shall be reduced to writing by:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (c) the grievance shall be signed by the employee and a Shop Steward or Union Committee member.

Within seven (7) calendar days of receiving the written grievance, the shop steward shall be given a written response to the grievance.

Step Three:

If the grievance is not settled at Step Two, the grievance may be advanced to Step Three within fourteen (14) calendar days of the receipt of the Employer's written response in Step Two or when such response should have been received.

The Union and the Employer committees shall meet to discuss the grievance(s).

The Employer and the Union agree that their representatives at the meeting have the authority to resolve 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.

Within seven (7) calendar days of the meeting, if the matter is not resolved, the Employer representative shall give written reasons for denying the grievance.

If the grievance is not settled within twenty-one (21) days of the Employers written reasons for denial of the grievance, then either party may refer the grievance to Arbitration.

If the time limits are not complied with, the grievance shall be

considered as being abandoned, unless the parties have mutually agreed in writing, including the use of e-mail, to extend the time limits. The time limits as set out in the Grievance and Arbitration articles may be changed by mutual agreement.

Discipline Grievances

Within ten (10) calendar days of a dismissal or suspension the Employer shall notify the Servicing Representative or the Labour Relations Officer of the dismissal. Employees dismissed or suspended shall have the right within a further seven (7) calendar days after the date of the dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

Policy Grievances

Policy grievances from either party shall be submitted at Step Two.

ARTICLE 10 - EXPEDITED ARBITRATION

10.01 Advancement to be by Mutual Agreement

By mutual agreement the parties may advance a grievance to expedited arbitration.

10.02 Location of Expedited Arbitration

The location of the hearing will be in Nanaimo, B.C.

10.03 Process to be Informal

As the process is intended to be informal, lawyers will not be used to represent either party.

10.04 Presentation of Materials

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.

10.05 Decision to be Limited in Application

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.

10.06 Settlements

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

10.07 Decision of Arbitrator

The decision of the arbitrator is to be completed and mailed to the parties within three (3) working days of the hearing.

10.08 Powers of Arbitrator

The expedited Arbitrator shall have the same powers and authority as an arbitrator established under the provisions of Article 11.

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

Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 9.03 Discipline Grievances for resolution.

10.09 Sharing of Costs

The parties shall equally share the costs of the fees and expenses of the arbitrator.

10.10 Names of Arbitrators

The expedited arbitrators, who shall act as sole arbitrator, shall be:

- Chris Sullivan

- Corrin Bell
- Elaine Doyle
- Kate Young
- Ken Saunders
- Vince Ready

ARTICLE 11 - ARBITRATION

11.01 Advancement of Grievance to Arbitration

Either party may refer any grievance, dispute or difference unresolved through the procedure(s) in Article 9 Grievance Procedure, to a single Arbitrator within ninety (90) calendar days of written reasons for denying the grievance at Step 3. The Arbitrator shall have the power to determine if any matter is arbitrable and to determine the question to be arbitrated.

11.02 Notification of Intent to Arbitrate

The party requesting arbitration shall notify the other party of its intent to arbitrate and shall include names of proposed Arbitrators.

If the parties fail to agree upon an Arbitrator within ten (10) calendar days, either party may request in writing the Director, Collective Arbitration Bureau, to make the appointment.

11.03 Arbitration Relating to Suspension or Dismissal

If a grievance involving dismissal or an unpaid suspension of an employee for alleged cause is not resolved at Step Three of the grievance procedure, then the parties agree to make every effort to have the matter heard by an Arbitrator within two (2) months of any referral to arbitration.

11.04 Decision of Arbitration

An arbitrator appointed under this Article of the Collective Agreement shall be requested to render a decision within twenty (20) calendar days of conclusion of the hearing.

The decision of the arbitrator made in writing in regard to any difference/s shall be final and binding upon the Employer, the Union and the employees concerned.

11.05 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated. This includes where an Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged. The Board may order their reinstatement with or without benefits or under such circumstances as they deem equitable in consideration of all the circumstances.

11.06 Employee Called as a Witness

The Employer shall grant leave without loss of pay for regularly scheduled hours to an employee called as a witness. The Union shall reimburse the employee's wages to the Employer in the case where the witness has been called by the Union.

11.07 Expenses

Each party shall pay one half of the fees and expenses of the Arbitration Board.

11.08 The Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

11.09 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any matter whatsoever.

11.10 The time limits in both the grievance and arbitration procedures are binding, but may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES

12.01 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it and indicate if they agree or disagree with it. Employees shall make this decision within seven (7) days. The employee will then receive a copy of the signed report. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation.

An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee.

12.02 Personnel File

With forty-eight (48) hours' notice, an employee may review their file in the presence of a manager.

The Senior Union Official (or their designated representative), with the written authority of the employee, shall be entitled to one (1) copy of any document in the employee's personnel file in order to facilitate the investigation of a grievance.

ARTICLE 13 - PROBATIONARY PERIOD

13.01 Probationary Period

For the first four-hundred-eighty-eight (488) hours worked, a regular employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one month provided written reasons are given for requesting such extension. The Employer may dismiss a probationary employee where such employee is found to be unsuitable for continued employment providing the factors involved in suitability could reasonably be expected to affect work performance.

13.02 Hire Date to be Used for Purposes of Seniority

Upon conclusion of the probationary period, the hire date of full-time employees and part-time employees shall be used for the purpose of calculating seniority hours.

ARTICLE 14 - PROMOTIONS AND TRANSFERS

14.01 Selection Criteria

In the event an employee applies for a posted vacancy and has the required experience, ability and qualifications, then they shall fill the vacancy.

Where all requirements are equally met by more than one employee, seniority shall be the determining factor.

14.02 Qualifying Period

If a regular full-time employee is promoted, voluntarily demoted, or transferred to a job, in a classification within the bargaining unit, then such employee shall serve a qualifying period in their new job for a period of three (3) calendar months.

In no instance during the qualifying period shall such employee lose seniority or perquisites. However, if such employee during the aforementioned three (3) month period is found unsatisfactory in the new position, then such 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 may request to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job. With the Employer's consent, that employee shall return to the employee's former job without loss of seniority or perquisites on

the same basis as outlined in the above paragraph of this section, such consent to be based on operational requirements and not to be unreasonably withheld.

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, Transfers and Demotions

A regular employee promoted to a job with a higher wage rate structure shall receive, in the new job, the job rate that is in effect commensurate with their overall seniority.

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 be placed at the wage rate of the lower rated job commensurate with their overall seniority. This will also apply in the case where an employee successful posts or bumps into a lower rated job.

14.05 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 benefits shall date only from the time of re-employment.

14.06 Military Service or Non-Bargaining Unit Position

It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer in a non-bargaining unit position does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

14.07 Seniority Lists

By January 31st and July 31st of each year, the Employer agrees to make available to the Union the seniority hours of all employees covered by this Agreement. Such seniority hours shall be subject to correction for error on proper representation by the Union.

14.08 Part-Time Employees

Regular part-time employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three months.

ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS

15.01 Employer to Provide Job Descriptions

The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit.

15.02 New Positions

In the event the Employer creates a new classification, written notice shall be given to the Union. Unless the Union provides notice of objection within forty-five (45) calendar days of the Employer's notice, the wage rate for the new classification shall be considered agreed. Where the Union objects, and the matter cannot be resolved, the wage rate shall be the subject of Arbitration.

15.03 Effective Date of Revisions

If the wage rate for the new classification is revised as a result of negotiation or arbitration, the revised wage rate will be effective from the date when the new position was established.

ARTICLE 16 - JOB POSTINGS AND APPLICATIONS

16.01 Job Postings and Applications

Where the employer intends to fill a vacancy of more than sixty

(60) calendar days, in an existing or new classification, the Employer shall post the vacancy to be filled for a period of seven (7) calendar days and the posting shall include the classification, wage rate, qualifications, scheduled hours of work (including start and stop times), current shift rotation, start date, a brief outline of the position and the closing date for applications. The successful applicant shall be determined in accordance with Article 14.01.

All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.

Temporary vacancies greater than sixty (60) calendar days will be posted. Temporary vacancies that are expected to be for sixty (60) calendar days or less may be filled by casual employees who meet the job qualifications for the vacancy, in accordance with the casual call-in provisions of the Casual Addendum.

16.02 Applications from Absent Employees

The Employer shall consider applications for posted vacancies from those employees who are absent because of sick leave, annual vacation, paid or unpaid leave of absence, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy to be filled occur during their absence.

16.03 Temporary Appointments

The Employer may make temporary appointments from within the bargaining unit while a posting is in process, in keeping with 16.01.

16.04 Notice to Union

All postings shall be emailed to the steward of the Local within the aforementioned seven (7) calendar days. The parties agree that an oversight in this regard shall not affect the job posting.

16.05 Notice of Successful Applicant

The Employer shall, within seven (7) days of the successful

candidate being notified, inform all applicants of the name of the successful applicant, either in writing to each applicant or by posting the name of the successful applicant in the same manner in which the vacancy was posted.

16.06 Grievance Investigation

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

16.07 Float Positions

- (a) The employer may, at its sole discretion, establish float positions. Any such position shall be posted according to Article 16.01.
- (b) The rate of pay shall be according to the job classification the Float position is covering.
- (c) An employee accepting a Float position must be willing and able to work in a variety of positions and shifts according to operational needs and locations and may be pre-scheduled to fill vacancies or as they occur.
- (d) It is understood that start and stop times may vary, so therefore this position will be exempt from Article 21.01 – Scheduling Provisions.

ARTICLE 17 - TECHNOLOGICAL CHANGES

17.01 Technological Change

This Article shall not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

The Employer shall provide notice and relevant information to the

Union as early as possible in advance of an anticipated change under this section.

17.02 Reduction and Restructuring

The Employer agrees that, whenever possible, no employees shall lose employment because of technological change, utilizing normal turnover of staff to absorb such employees to be laid off. However, when necessary to reduce staff, it shall be done as outlined in Article 18.02, Layoff and Recall.

The Employer and the Union shall meet and review training programs for employees affected by technological change.

ARTICLE 18 - LAY-OFF

18.01 Notice of Displacement

Where a layoff is to occur, and prior to the layoff becoming effective, a copy of such notice shall be given to the shop steward.

18.02 Layoff and Recall

(a) Layoff Defined

- i) Layoff is defined as the elimination of a job that is not required by the Employer
- ii) Regular Employees shall be laid off within each classification, in the reverse order of their seniority.
- iii) A reduction of hours shall constitute a lay-off where the Employer reduces a regular employee's regularly scheduled hours more than 50% per week below the hours the employee was hired to perform as set out in the job posting pursuant to Article 16.01, and may, at the employee's option, trigger bumping rights under Article 18.03.

(b) Layoff Notice

The Employer shall provide Regular employees, who are to be laid off, the following notice:

- i) After 3 months of continuous service: one (1) week.
- ii) After 12 months of continuous service: two (2) weeks.
- iii) After 3 years of continuous service: three (3) weeks, plus one additional week for each year of continuous service in excess of three (3) years, to a maximum total notice of eight (8) weeks.

When a Regular employee is not given opportunity to work during such notice period, they shall be paid for those days upon which work would be scheduled and was not made available.

The notice period described above is in addition to any notice or pay in lieu of notice required by the *Employment Standards Act* in the case of group terminations.

(c) Recall

- i) Employees on layoff shall be recalled in order of seniority on the basis of last off, first on, within the classification provided the employee being recalled has the capabilities to perform the work available.
- ii) Employees shall receive seven (7) calendar days' notice of recall by registered mail or courier. Employees failing to report for work within seven (7) calendar days of the date of receipt of the notice of recall shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) calendar day provision.
- iii) Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of six (6) months.

18.03 Bumping

A laid off regular employee may bump a less senior employee who is the most junior employee in another classification with the same status, provided such bumping does not affect a promotion and

provided further that the employee possesses the qualifications and ability to perform the duties of the new job.

Concurrent with notice of layoff, the Employer shall provide a list of positions available for bumping. Bumping rights must be exercised within three (3) calendar days of the notification of layoff and options by providing written notice to the General Manager or their designate.

ARTICLE 19 - CONTRACTING OUT

The Employer agrees not to contract out bargaining unit work that will result in the lay-off of employees within the bargaining unit.

ARTICLE 20 - TERMINATION OF EMPLOYMENT

20.01 Employment Abandoned

Any employee who fails to report for work and does not notify their Supervisor within two (2) work days unless such notice was not reasonably possible, and who cannot give an acceptable reason for their absence shall be considered as having abandoned their position.

20.02 Shift Abandonment

An employee who abandons a shift before completion without expressed consent from Supervisor or "in charge" staff shall be subject to disciplinary action per the Collective Agreement.

ARTICLE 21 - SCHEDULING PROVISIONS

- (a) The Employer shall determine, pursuant to the appropriate statutory authority, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (b) 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.

- (c) If the Employer changes a shift schedule and/or the start and stop times without giving a minimum of fourteen (14) calendar days' advance notice, then such hours worked shall be paid at overtime rates for the first shift worked. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place.
- (d) Regular employees shall not be required to work three (3) different shifts (i.e., day shift, evening shift and night shift) during any six (6) consecutive day period posted in their work schedules.
- (e) Regular employees shall not be required to work in excess of six (6) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid.
- (f) There shall be a minimum of ten (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.
- (g) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates.
- (h) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted by the Employer then the application of paragraphs (g) and (h) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (i) Employees may exchange shifts with the approval of the Employer, provided that advance notice in writing is given and there is no increase in cost to the Employer. The shifts to be exchanged are not required to be in the same calendar week or pay period.

ARTICLE 22 - HOURS OF WORK

22.01 Continuous Operation

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

22.02 Hours of Work

- (a) The regular work day for regular full-time employees shall be ten (10) hours, but normally seven-and-one-half (7½) to eight (8) hours per day, thirty-seven-and-one-half (37½) to forty (40) hours per week, exclusive of unpaid meal breaks. The Employer will consult with affected employees and the Union prior to implementing extended shifts (i.e. shifts longer than 8 hours). Regular shift length shall not exceed ten (10) hours.
- (b) Where an employee is required to be available for work during their meal break, the employee shall have their meal break paid and included within their scheduled shift.

22.03 Rest and Meal Periods

All employees working an eight (8) or more hour shift shall receive a fifteen (15) minute paid rest period in each half of the shift.

All employees working less than an eight (8) hour shift but a minimum of a four (4) hour shift, will receive one (1) fifteen (15) minute paid rest period.

All employees working (5) or more hours will receive an unpaid meal break of thirty (30) to sixty (60) minutes scheduled as closely as practical to the middle of the work day.

Unpaid meal breaks and paid rest periods shall be scheduled in a manner which is consistent with the efficiency of operations.

22.04 Cafeteria Plan

All employees are eligible to enroll in the Cafeteria Plan whereby employees receive food and beverages while on shift for a set per-

shift rate of four dollars (\$4).

By enrolling in the Cafeteria Plan, employees are authorizing the employer to deduct four dollars (\$4) per shift from their payroll.

Employees may withdraw from the Cafeteria Plan at any time by notifying the General Manager. If an employee withdraws from the Cafeteria Plan, the payroll deduction for the Cafeteria Plan will stop immediately.

22.05 Terms and Conditions for Casual Employees

1. The Employer may call in casual employees to perform work for the following reasons:
 - i) Relief work in vacancies created by the absence of a regular full-time or regular part-time employee.
 - ii) Unanticipated or irregular work.
2. Casual employees shall be called to work in the order of their seniority provided that they are capable of performing the work being assigned in the job classification for which they are registered.
3. A casual employee who is appointed to fill a temporary 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.
4. Casual employees are entitled to all benefits of the Collective Agreement except where modified by specific provisions.
5. Casual employees shall accumulate seniority on the basis of the number of actual hours worked.

6. 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. The master casual employee list and each classification registry shall be revised and updated quarterly. Within two weeks of each adjustment date the Employer shall send to the Union a revised copy of the casual seniority list and each classification registry maintained by the Employer.
7. The manner in which casual employees shall be called to work shall be as follows:
 - i) The Employer shall maintain a casual registry for each classification in which casual employees may be used. Qualified employees may register for more than one classification subject to operational needs for extra casual employees in that classification. Seniority within each classification registry is based on facility wide seniority. 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 or email and indicate their preference (text, email 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 details of the relief work being

offered. If the message is not returned within the time limits set out in section (iii) 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.

When a casual employee has indicated a preference for email or text, the Employer may contact those employees by text message or email instead of by phone as per a, b, and c below. Employees without email or text options registered, shall be called as per 6(ii) above at the phone number provided. Where email is used, group messages shall be blind copied to protect the privacy of the employee's personal email address. Where the Employer uses group texting it shall be done through a reputable service provider.

- a) Where a vacancy is known less than 8 hours in advance, the casual employee shall have 5 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- b) Where a vacancy is known more than 8 hours, but less than 48 hours in advance, the employees shall have 2 hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- c) Where a vacancy is known more than 48 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.

- iv) Where a block or 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.
 - v) All calls as per the above shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work, or fails to answer the telephone or if a message was left, and the signature of the person who made the call. All emails and text messages shall also be retained/recorded as part of the call log book. In the event of a dispute, the Union shall have reasonable access to the log book (including emails and texts) and shall be entitled to make copies.
 - vi) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.
 - vii) 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 (iii) a, b, c above).
8. Except for regular employees who transfer to casual status, casual employees shall serve a probationary period of four-hundred-and-eighty-eight (488) hours.
9. Casual employees shall receive four percent (4%) of their straight-time pay in lieu of scheduled vacations.

10. A regular employee who is laid off shall be entitled, as of right, to transfer to casual status. Other regular employees may transfer to casual status, provided that the Employer requires additional casual employees. Upon transfer, such employees shall only be entitled to the terms and conditions of employment applicable to casual employees.

Laid off employees opting to transfer to casual shall not be forfeiting their rights under Article 18.02 (c) Recall.

11. A casual employee shall provide the employer with their availability to work, in writing, for the forthcoming month. This will be submitted no later than the 1st of the month for the next month.

12. The Employer shall only be obliged to call an employee for those days and shifts the employee has identified as being available.

13. Casual employees shall not be dismissed except for just and proper cause, unless they are in their probation period and therefore would be assessed under the criteria found under Article 13 – Probation Period. Casual employees who have not worked six (6) shifts in any three month period may have their names removed from the casual list, provided they were offered at least 6 shifts.

14. Part-time employees may also register for casual work. A part-time employee shall be deemed unable to work the casual assignment when the regular schedule of the part-time employee conflicts with the causal assignment.

ARTICLE 23 - OVERTIME

23.01 Application of Overtime

An employee who is requested by the Employer to work in excess of their regular daily hours will be entitled to overtime as follows:

7½ or 8 Hour Shift

Time-and-one-half (1½ x) of their basic hourly rate of pay for the first four (4) hours of overtime and double-time (2x) thereafter.

10 Hour Shift

Time-and-one-half (1½ x) of their basic hourly rate of pay for the first two (2) hours of overtime and double-time (2x) thereafter.

12 Hour Shift

Double-time (2x).

An employee who is requested by the Employer to work in excess of thirty-seven-and-one-half (37½) or forty (40) hours per week will be entitled to:

- time-and-one-half (1½ x) of their basic hourly rate of pay for the first four (4) hours of overtime and double-time (2x) thereafter.

Overtime hours paid for on a daily basis will not be used in the calculation of weekly hours.

23.02 Employees Working on a Scheduled Day Off

Employees required to work on a scheduled day off shall receive the overtime rate in accordance with standard overtime rules but shall not have the day off re-scheduled.

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 an average of forty (40) hours per week. Overtime rates shall apply to hours worked in excess of an average of forty (40) hours per week.

23.03 Payment of Overtime

Overtime pay shall be paid in the pay period in which it is earned.

23.04 Declining Overtime

When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Where an employee does not agree that an emergency exists, they shall work the overtime and may file a grievance later.

ARTICLE 24 - SHIFT PREMIUMS

24.01 Evenings, Nights and Weekends

An employee working evenings, nights or weekend days, as defined in Article 24.02 shall receive a premium for all hours worked on such shifts, as follows:

Evenings	<u>\$1.25</u> per hour
Nights	<u>\$1.75</u> per hour
Weekend Days	\$0.50 per hour

24.02 Definition of Shifts

Evening shift is defined as any shift in which the majority of hours worked fall between the hours of 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours).

Night shift is defined as any shift in which the majority of hours worked fall between the hours of 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).

Weekend day shift is defined as any shift in which the majority of hours fall between the hours of 7:00 a.m. (0700 hours) and 3:00 p.m. (1500 hours) on Saturday and 7:00 a.m. (0700 hours) and 3:00 p.m. (1500 hours) on Sunday.

24.03 Responsibility Pay

An employee designated by the Employer to act as team leader will be paid a premium of one-dollar (\$1) per hour worked. These payments shall be in addition to shift premiums.

ARTICLE 25 - CALL-IN - STATUTORY REQUIREMENT

25.01 Statutory Requirement

Any employee, except those covered by Article 23, reporting for work at the call of the Employer shall be paid their regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours pay at her regular rate of pay if they do not commence work, and a minimum of four (4) hours pay at their regular rate if they commence work.

ARTICLE 26 - ON-CALL

Employees required to be on-call shall be paid one dollar (\$1) per hour for a minimum of four (4) consecutive hours.

ARTICLE 27 - TRANSPORTATION ALLOWANCE

No employee shall be required to use their own vehicle.

ARTICLE 28 - STATUTORY HOLIDAYS

28.01 Statutory Holidays

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

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
B.C. Day

Labour Day
National Day for Truth and
Reconciliation (Proclaimed)
Thanksgiving Day
Remembrance Day
Christmas Day

For the purposes of the holiday, the night shift is the first shift of the day.

28.02 A regular employee who is required to work on any of the above mentioned holidays shall receive double-and-one-half times ($2\frac{1}{2} \times$) their regular rate of pay for all hours worked on that day or, if by mutual agreement between the employee and the Employer, the employee shall receive one-and-one-half times ($1\frac{1}{2} \times$) their regular rate of pay for all hours worked on that day and shall have that day rescheduled, with pay, on a mutually agreeable date.

Casual employees who work on any of the above mentioned holidays shall be paid time-and-one-half ($1\frac{1}{2} \times$) for all hours worked on said holiday.

28.03 Christmas Day or New Year's Day Off

The Employer shall make every effort, taking into account the needs of the operations, to schedule either Christmas Day or New Year's Day off for employees so requesting.

28.04 Pay for Overtime on a Statutory Holiday

If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided for in this article, the employee shall be paid overtime at the rate of time-and-one-half ($1\frac{1}{2} \times$) the premium statutory holiday rate for all hours worked beyond eight (8) hours.

ARTICLE 29 - VACATION

29.01 Vacation Accruals

All employees shall be credited for and granted vacations earned up to December 31st each year on the following basis:

- (a) In the first calendar year of employment, vacation earned by the employee will be taken in the 2nd year and so on.
- (b) Employees with one (1) or more years of continuous service with the Employer shall have earned the following vacation

time with pay:

- i) 1 to 3 years continuous service – 10 paid days vacation (regular employees shall be entitled to a vacation period of 10 working days, paid at 4% of accrual year's total earnings).
- ii) 4 to 6 years continuous service – 15 paid days vacation (regular employees shall be entitled to a vacation period of 15 working days, paid at 6% of accrual year's total earnings).
- iii) 7 or more years continuous service – 20 paid days vacation (regular employees shall be entitled to a vacation period of 20 working days, paid at 8% of accrual year's total earnings).

29.02 Vacation Earnings for Partial Year

Where employment is terminated, employees shall be granted earned and unused annual vacation pay or time calculated on a proportionate basis.

29.03 Call-back from Vacation

- (a) Employees who have commenced their vacation shall not be called back to work, except in cases of extreme emergency and will be paid time at the rate of double-time.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred by themselves in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation time.

29.04 Vacation Scheduling

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority within a classification. Where an

employee chooses to split their vacation, they 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 selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

No employee shall be entitled to more than six (6) vacation periods, per vacation year unless mutually agreed.

29.05 Vacation Schedules

- (a) Employees shall submit their vacation requests to their supervisor on or before November 1st for the period January 1st through December 31st of the following year.

All vacation requests made by November 1st will be returned to employees by December 1st. Requests received after November 1st will be approved on a first come first served basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the requests.

All vacation approvals or denials shall be in writing.

- (b) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee. In the case of an emergency the employee must communicate any potential non-recoverable monetary losses associated with a vacation change. The Employer shall revoke their request for vacation change or agree to reimburse the employee for any non-recoverable monetary losses they were advised of associated with the vacation cancellation and the vacation shall be rescheduled.

ARTICLE 30 - BEREAVEMENT LEAVE

Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, stillborn 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.

The employee may be required to submit proof to the Employer demonstrating their need for 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

31.01 Earning of Sick Leave

Regular employees shall be entitled to five (5) days of sick leave on January 1st of each year, and a further three days in July of each year.

Casual employees shall be entitled to the Illness and Injury provisions of the *Employment Standards Act*.

Regular part-time employees will earn sick leave on a prorated basis.

The employee shall advise the Manager or designated person in charge as soon as possible of their inability to report to work because of illness or injury, the nature of the illness or injury, and the probable date of their return to work.

31.02 Employees Qualifying for Workers' Compensation

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

For the first twenty (20) workdays on claim, an employee will accrue paid holidays and vacation credits. Once the claim exceeds twenty (20) workdays, paid holidays and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

31.03 Pay Granted for Injury of One (1) Day or Less

Injury Leave with pay shall be granted for the one (1) day or less not covered by the *Workers' Compensation Act*. Employees who are absent from work and in receipt of WCB wage loss benefits shall be considered as being at work and shall receive Health and Welfare benefits as if they were at work.

31.04 Sick Leave Computed in Work Days

Sick leave pay may be taken in increments of one-half ($\frac{1}{2}$) or one full scheduled work day.

ARTICLE 32 - FAMILY RESPONSIBILITY LEAVE

Family Responsibility leave will be in accordance with the *Employment Standards Act*. A summary is below:

An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to:

(a) the care, health or education of a child in the employee's care,

or

- (b) the care or health of any other member of the employee's immediate family.

ARTICLE 33 - COMPASSIONATE CARE LEAVE

Compassionate Care Leave will be in accordance with the *Employment Standards Act*. A summary is below:

- 1) Family member means: a member of an employee's immediate family, as defined in *the Employment Standards Act*.
- 2) An employee who requests leave under this article is entitled to up to twenty-seven (27) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with significant risk of death within 26 weeks, or such other period as may be prescribed, after:
 - a. The date the certificate is issued, or
 - b. If the leave began before the date of the certificate is issued, the date the leave began.
- 3) The employee must give the employer a copy of the certificate as soon as practicable.
- 4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- 5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - a. The family member dies;
 - b. The expiration of 52 weeks or other prescribed period from the date the leave began.

- 6) A leave taken under this section must be taken in units of one or more weeks.
- 7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.

ARTICLE 34 - LEAVE RESPECTING DISAPPEARANCE OF CHILD

Leave Respecting Disappearance of Child will be in accordance with the *Employment Standards Act*. A summary is below:

- 1) If a child of an employee disappears and it is probable, in the circumstances, that the child's disappearance is a result of a crime, and the employee requests leave under this article, the employee is entitled to unpaid leave for a period of up to 52 weeks (For the purposes of this article, child means a person under 19 years of age).
- 2) If an employee is charged with a crime that resulted in the disappearance of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under subsection (1).
- 3) A leave under subsection (1) must be taken during the period that starts on the date the child disappears and ends on the date that is 53 weeks after the date the child disappears.
- 4) A leave under subsection (1) may be taken by the employee in:
 - a. one unit of time, or
 - b. more than one unit of time, with the employer's consent.

- 5) Despite subsection (4), a leave under subsection (1) ends on the earliest of the following dates, if any apply:
 - a. the date on which circumstances indicate it is no longer probable that the child's disappearance is a result of a crime;
 - b. the date the employee is charged with a crime that resulted in the disappearance of the child;
 - c. the date that is 14 days after the date on which the child is found alive;
 - d. the date on which the child is found dead;
 - e. the date that is the last day of the last unit of time in respect of which the employer consents under subsection (4)(b).

- 6) If requested by the employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof that the employee's child has disappeared in circumstances in which it is probable the disappearance is a result of a crime.

ARTICLE 35 - LEAVE RESPECTING DEATH OF CHILD

Leave Respecting Death of Child will be in accordance with the *Employment Standards Act*. A summary is below:

- 1) If a child of an employee dies and the employee requests leave under this article, the employee is entitled to unpaid leave for a period of up to 104 weeks (For the purposes of this article, child means a person under 19 years of age).

- 2) If an employee is charged with a crime that resulted in the death of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under this section.

- 3) A leave under subsection (1) must be taken during the period that starts:

- a. on the date the child dies, or
- b. on the date the child is found dead, in the case of the child disappearing before the child dies,

and ends on the date that is 105 weeks after the date referred to in paragraph (a) or (b), as applicable.

- 4) A leave under subsection (1) may be taken by the employee in:
 - a. one unit of time, or
 - b. more than one unit of time, with the Employer's consent.
- 5) Despite subsection (3), a leave under subsection (1) ends on the earlier of the following dates, if any apply:
 - a. the date the employee is charged with a crime that resulted in the death of the child;
 - b. the date that is the last day of the last unit of time in respect of which the Employer consents under subsection (4)(b).
- 6) If requested by the Employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof that the employee's child is dead.

ARTICLE 36 - CRITICAL ILLNESS OR INJURY LEAVE

Critical Illness or Injury Leave will be in accordance with the *Employment Standards Act*. A summary is below:

- 1) Family member means: a member of an employee's immediate family, as defined in the *Employment Standards Act*.
- 2) An employee who requests leave under this section is entitled to the following unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate in accordance with subsection (4):

- a. up to 36 weeks of unpaid leave to provide care or support to a family member who is under 19 years of age at the start of the leave;
 - b. up to 16 weeks of unpaid leave to provide care or support to a family member who is 19 years of age or older.
- 3) If a certificate issued in accordance with subsection (4), with respect to a leave under this section, sets out a period for which a family member of an employee requires care or support that is less than the maximum number of weeks specified in subsection (2) (a) or (b), as applicable, the employee:
 - a. is entitled to take the leave only up to the number of weeks indicated in the certificate, and
 - b. may, respecting the leave, obtain one or more additional certificates in accordance with subsection (4), but the employee's entitlement to the leave does not exceed the maximum number of weeks specified in subsection (2) (a) or (b), as applicable.
- 4) A certificate referred to in subsection (2) must:
 - a. state that the baseline state of health of the family member has significantly changed and the life of the family member is at risk as a result of an illness or injury,
 - b. state that the care or support required by the family member can be met by one or more persons who are not medical professionals, and
 - c. set out the period for which the family member requires care or support.
- 5) The employee must give the employer a copy of the certificate referred to in subsection (2) as soon as practicable.
- 6) An employee may begin a leave under this section respecting a family member no earlier than the earlier of the following:

- a. the first day of the week in which the certificate referred to in subsection (2) respecting the family member is issued;
 - b. the first day of the week in which the baseline state of health of the family member significantly changes and the life of the family member is at risk as a result of an illness or injury.
- 7) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
- a. the family member in respect of whom the leave is taken dies;
 - b. the expiration of 52 weeks from the date the leave began.
- 8) A leave taken under this section must be taken in units of one or more weeks.
- 9) If an employee takes a leave under this section and, at the time referred to in subsection (7) (b), the life of the family member remains at risk as a result of the illness or injury, the employee may take a further leave after obtaining a new certificate in accordance with subsection (4), and subsections (5) to (8) apply to the further leave.

ARTICLE 37 - LEAVE RESPECTING DOMESTIC VIOLENCE

Leave Respecting Domestic Violence will be in accordance with the *Employment Standards Act*. A summary is below:

- 1) In this section:
 - a. "child" means a person under 19 years of age;
 - b. "domestic violence" includes:
 - i. physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,

- ii. sexual abuse by an intimate partner or by a family member,
- iii. attempts to physically or sexually abuse by an intimate partner or by a family member,
- iv. psychological or emotional abuse by an intimate partner or by a family member, including:
 - 1. intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,
 - 2. unreasonable restrictions on, or prevention of, financial or personal autonomy,
 - 3. stalking or following, and
 - 4. intentional damage to property;
- c. "eligible person" means, with respect to an employee,
 - i. a child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child's parent or guardian,
 - ii. a person who:
 - 1. is 19 years of age or older,
 - 2. is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person's parent or former guardian, and
 - 3. is under the day-to-day care and control of the employee, who is the person's parent or former guardian, and
 - 4. prescribed person;
- d. "family member" means any of the following:
 - i. with respect to a person,
 - 1. the spouse, child, parent, guardian, sibling, grandchild or grandparent of the person, or
 - 2. an individual who lives with the person as a member of the person's family;
 - 3. any other individual who is a member of a prescribed class;

- e. "intimate partner" means, with respect to a person, any of the following:
 - i. an individual who is or was a spouse, dating partner or sexual partner of the person, or
 - ii. an individual who is or was in a relationship with the person that is similar to a relationship described in paragraph (a).
- 2) In addition to experiencing domestic violence in the circumstances described in the definition of "domestic violence" in subsection (1), a child who is an employee or eligible person also experiences domestic violence if the child is exposed, directly or indirectly, to domestic violence experienced by any of the following individuals:
- a. an intimate partner of the child;
 - b. a family member of the child.
- 3) If an employee or eligible person experiences domestic violence, the employee may request leave for one or more of the following purposes:
- a. to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic violence;
 - b. to obtain for the employee or eligible person victim services or other social services relating to domestic violence;
 - c. to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic violence;
 - d. to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
 - e. to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic violence;

- f. any prescribed purpose.
- 4) If an employee requests leave under subsection (3), the employee is entitled during each calendar year to:
- a. Up to 5 days of paid leave,
 - b. up to 10 days of unpaid leave, in units of one or more days or in one continuous period, and
 - c. in addition to the period of time referred to in paragraph (a and b), up to 15 weeks of unpaid leave.
- 5) A leave under subsection (4) may be taken by the employee in:
- a. one unit of time, or
 - b. more than one unit of time, with the Employer's consent.
- 6) An employee is not entitled to leave under this section respecting an eligible person if the employee commits the domestic violence against the eligible person.
- 7) If requested by the employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

ARTICLE 38 - GENDER TRANSITION LEAVE

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow Article 42 – Unpaid Leave. The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its

harassment free work environment and not accept any discriminating actions.

ARTICLE 39 - FIRST RESPONDER LEAVE

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

ARTICLE 40 - EDUCATIONAL LEAVE

40.01 Employer Requested Leave

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

40.02 In-Service Education

The parties recognize the value of in-service and of encouraging employees to participate in in-service. Employees are encouraged to attend in-service seminars and shall be paid regular wages for time in attendance (exclusive of overtime).

ARTICLE 41 - JURY DUTY

Regular employees, who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted an unpaid leave of absence.

ARTICLE 42 - LEAVE - UNPAID

42.01 Unpaid Leave

An employee may request an unpaid leave of absence in writing to their Supervisor, which leave will be granted subject to

operational requirements.

The employee shall give at least fourteen (14) calendar days' notice to minimize disruption of staff. Such request for leave shall not be unreasonably withheld by the Employer. Notice of the Employer's decision shall be given in writing to the employee within seven (7) calendar days of receipt of the request.

In cases where an employee is on leave for a period of more than one (1) month, then the employee must provide a letter confirming their return date at least fourteen (14) calendar days prior to returning to work.

42.02 Unpaid Leave - Affecting Benefits

An employee granted an unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate benefits. Subject to Article 44, employees shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the leave.

42.03 Unpaid Leave - Union Business

The Employer shall grant leaves of absence to employees to attend Union Conventions and other Union business. Seniority and all other benefits shall accumulate during such leave. The union agrees that such leave will not unduly affect the proper operation of the Employer.

Where possible, the Union shall give fourteen (14) days written notice to the Employer. The Employer will respond to the request in writing within seven (7) calendar days.

Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union. The reimbursement shall cover the cost for wages and benefits for that employee and shall be made in a timely fashion.

ARTICLE 43 - MATERNITY AND PARENTAL LEAVE

Leave Respecting Maternity and Parental Leave will be in accordance with the *Employment Standards Act*. A summary is below:

41.01 (A) Maternity Leave

1. A pregnant employee who requests leave under this clause is entitled to up to seventeen (17) consecutive weeks of unpaid leave:
 - (a) beginning
 - (i) no earlier than thirteen (13) weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (b) Ending
 - (i) no later than seventeen (17) weeks after the leave begins.
2. An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under subsection (1) or (2).
4. A request for leave must:
 - (a) be given in writing to the Employer except where a medical emergency occurs,
 - (b) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - (c) if required by the Employer, be accompanied by a medical

practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

5. If an employee on leave under subsection (1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

43.01 (B) Parental Leave

1. An employee who requests parental leave under this section is entitled to:
 - (a) for a parent who takes leave under Article 43.01 (A) in relation to the birth of the child or children with respect to whom parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 43.01 (A) unless the Employer and the employee agree otherwise.
 - (b) for a parent, other than an adopting parent, who does not take leave under Article 43.01 (A) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children.
 - (c) for an adopting parent up to sixty-two (62) consecutive weeks of unpaid leave beginning within seventy-eight (78) weeks after the child or children are placed with the parent.
2. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

3. A request for leave must:
 - (a) be given in writing to the Employer.
 - (b) if the request is for leave under subsection (1) (a) or (b), be given to the Employer at least four (4) weeks before the employee proposes to begin the leave, and
 - (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
4. An employee's combined entitlement to leave under Article 43.01 (A) and this section is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under Article 43.01 (A) (3) or subsection (2) of this clause.

ARTICLE 44 - SENIORITY RIGHTS AND BENEFIT ENTITLEMENTS

- (a) an employee while on Maternity Leave, Parental Leave, Adoption Leave, Compassionate Care Leave, Leave Respecting Disappearance of Child, Leave Respecting Death of Child, Critical Illness or Injury Leave, Leave Respecting Domestic Violence, Jury Duty and WCB leave shall continue to accrue seniority.
- (b) In accordance with the *Employment Standards Act*, the services of an employee who is absent from work in accordance with this Article shall be deemed continuous for the purposes of calculating annual vacation entitlements and all health and welfare plans beneficial to the employee, and the Employer shall continue to make payments to the plans in the same manner as if the employee were not absent where:
 - i) the Employer pays the total cost of the plan, or
 - ii) the employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the Employer and the employee.

ARTICLE 45 - OCCUPATIONAL HEALTH AND SAFETY

45.01 Safe and Healthy Work Environment

The parties mutually recognize the benefits to be derived from maintaining a safe and healthy work environment and that the Employer and the employees shall co-operate in striving to maintain health and safety conditions.

The Employer and the Union, in keeping with the relevant legislation, agree to promote the development of safe working practices amongst employees, in order to reduce health hazards and the risk of accidents.

An employee who suspects that an unsafe or unhealthy condition exists will report this to the Supervisor at the first reasonable opportunity. If the unsafe or unhealthy condition continues to exist then the Employee shall report the condition to the Occupational Health and Safety Committee Chairperson.

The Employer and the Union agree to establish and maintain a Safety Committee comprised of equal representatives of the Employer and the Union and shall be a maximum of (3) members from each of the Employer and the Union.

The Committee shall meet on a monthly basis.

45.02 Committee Responsibilities

The Joint Occupational Health and Safety Committee shall function pursuant to the provisions of the *Workers' Compensation Act* and related Regulations. The Occupational Health and Safety Committee may use the resources of the WorkSafeBC 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 residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The Committee will foster knowledge and compliance with the

Occupational Health and Safety Regulations by all staff.

The Committee may make recommendations on workload, ergonomic adjustments and on measures to protect employees as far as occupational health and safety matters are concerned.

Minutes of all Joint Occupational Health and Safety Committee meetings shall be kept and copies of such minutes shall be posted in the workplace in a conspicuous area for at least three (3) months and shall be sent to the Employer and the Union designate.

45.03 Right to Refuse Unsafe Conditions

Employees have the right to refuse to perform unsafe work pursuant to sections 3.12 and 3.13 of the Occupational Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

45.04 In Lieu Time to Attend Committee Business

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

Each member is entitled to an annual educational leave totaling eight (8) hours to attend courses identified by the Joint Occupational Health and Safety Committee to promote a safe and healthy workplace that are conducted by WorkSafeBC or with the approval of WorkSafeBC. Courses must be approved by the Employer.

45.05 Investigation of Accidents

Accidents and/or injuries involving an employee will be investigated in accordance with Division 10 of the *Workers'*

Compensation Act. The Occupational Health and Safety Committee is entitled to participate in the investigation pursuant to s. 174 of the *Workers' Compensation Act* and section 3.28 of the Occupational Health and Safety Regulations.

45.06 Orientation and In-Service

- a) No employee shall be required to work on any job or operate any piece of equipment until they have received proper orientation and instruction.
- b) The Employer shall ensure sufficient and adequate in-service training and/or orientation to any employee working in a new or unfamiliar work area or position.

45.07 Aggressive Behaviour

When the Employer is aware that a resident has a history of aggressive behaviour the Employer will make such information available to the employee. The Employer will provide care instruction to staff about managing the aggressive behaviour.

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for aggressive behavior. The Committee shall have the right to make recommendations to the Employer.

45.08 Communicable Diseases

In-service training will be provided for all employees with regards to Infection Protection and Control (IP&C) Guidelines as mandated by the Ministry of Health.

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for communicable diseases. The Committee shall have the right to make recommendation to the Employer.

45.09 Working Alone or in Isolation

The Occupational Health and Safety Committee shall have the

mandate to review procedures established by the Employer for working alone or in isolation. The Committee shall have the right to make recommendations to the Employer.

45.10 Employee Workload

- (a) The Employer must not require or allow employees to work excessive hours or hours harmful to employees' health or safety.
- (b) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints under (a) above, the right to investigate such complaints and the right to make recommendations to the Employer for a solution.
- (c) The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s).

Where the absence of one or more employee would create a significant increase in workload for other employees, the employee will resolve the matter by:

- i) Discussing the situation with the affected employee's and shall provide direction on priority duties to be performed.
- ii) Re-assigning work, and/or
- iii) Utilizing casual employees in accordance with the Collective Agreement.

It is understood that the Employer is not required to replace absent employees.

45.11 Violence Program

The Employer will establish a violence program. The Occupational Health and Safety Committee shall have the mandate to review the Employer's violence program. The Committee shall have the right to make recommendations to the Employer.

45.12 Respectful Workplace

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for a respectful workplace. The Committee shall have the right to make recommendations to the Employer.

45.13 Return to Work Programs

Modified or graduated return to work plans will be handled on a case by case basis.

ARTICLE 46 - HEALTH CARE PLANS

46.01 Eligibility

Employees will become eligible on the 1st of the month following completion of their probationary period for the following benefits and will maintain such benefits provided that the following occurs:

Regular employees must work a minimum of thirty (30) hours per week in a designated position.

Dependents of employees shall also be enrolled in these benefits at no additional cost to the employees. The employer shall provide each employee with booklets containing benefit plan details.

46.02 Medical Plan

The Employer shall pay one-hundred percent (100%) of the premiums for the British Columbia Medical Services Plan all full-time and part-time employees working a minimum of thirty (30) hours per week.

Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission.

46.03 Dental Plan

The Employer shall pay one-hundred percent (100%) of the premiums for full-time and part-time employees working a minimum of thirty (30) hours per week.

Coverage: 80% of Plan A – Basic
50% of Plan B
50% of Orthodontics

The maximum coverage under Plan B is \$1,800 per year.

46.04 Extended Health Care Plan

The Employer shall pay one-hundred percent (100%) of the premiums for full-time and part-time employees working a minimum of thirty (30) hours per week.

Overall Benefit Maximum – unlimited

Deductible – nil

Vision Care (eyewear) – Up to three-hundred dollars (\$300) every two (2) years.

Reimbursement for paramedical practitioner costs as follows:

(a) Per practitioner maximum:

- Chiropractor - \$300 per calendar year.
- Podiatrist - \$300 per calendar year.
- Registered Massage Therapist - \$300 per calendar year.
- Naturopath - \$300 per calendar year.
- Physiotherapist/Social Worker - \$300 per calendar year.
- Acupuncturist - \$300 per calendar year.
- Psychologist - \$300 per calendar year.
- Registered Clinical Counsellor - \$300 per calendar year.

(b) Annual combined paramedical maximum \$1,500, which can be used for any combination of paramedicals.

It is agreed that the Employer can change the carrier of the current extended health care plan provided that there is no reduction in benefits and provided that the Employer give the Union not less than sixty (60) days' notice of such change, and furnishes the Union with full particulars of the plan to be substituted. If requested to do so, the Employer shall meet with the Union to discuss and explain the change proposed.

(c) Effective date of ratification (April 6, 2023), the maximum amount for in-Canada prescription drugs shall be \$1,850 per calendar year.

ARTICLE 47 - GROUP LIFE INSURANCE

47.01 Eligibility

A regular employee will become eligible on the 1st of the month following completion of their probationary period for this benefit and will maintain such benefits provided that the following occurs:

Regular employees must work a minimum of thirty (30) hours per week in a designated position.

47.02 Life Insurance

The Employer shall pay one-hundred percent (100%) of the premiums for full-time and part-time employees working a minimum of 30 hours per week.

- Eligible employees shall be covered to \$25,000.
- Death of an employee's spouse shall be covered to \$10,000.
- Death of an employee's child shall be covered to \$5,000.
- The plan will include coverage for accidental death and dismemberment
- Coverage will be reduced by fifty percent (50%) at age sixty-five (65) and continue to age seventy (70).

ARTICLE 48 - REGISTERED RETIREMENT SAVINGS PLAN

The Employer will provide a voluntary Group Registered Retirement Saving Plan for all regular full-time employees who have successfully completed 6 months of continuous employment.

All regular employees, upon successful completion of 6 months of continuous employment, shall be entitled to enroll in the Plan with Employer matching of up to 3%.

1. Employees may choose one of the following contribution levels:
 - a. 1% of regular earnings (Employer would match 1%);
 - b. 2% of regular earnings (Employer would match 2%);
 - c. 3% of regular earnings (Employer would match 3%).
2. Employees may opt to increase or decrease their contribution levels, as noted in (1) above, on January 1st of each year by providing at least thirty (30) days written notice to the Employer.
3. The Employer will administer the Plan.
4. Employees shall be able to increase their contribution rate above 3%, but any rate amount exceeding the maximum noted above shall not be matched by the Employer. Contributions shall be through payroll deduction.
5. The Employer shall ensure all new eligible employees are informed of their entitlement to participate in the plan.

ARTICLE 49 - EMPLOYMENT INSURANCE COVERAGE

49.01 Employment Insurance Act

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

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

ARTICLE 50 - VOLUNTEERS

50.01 Conditions

It is agreed that Volunteers have a role at Avenir Memory Care at Nanaimo and are an important link to the community being served.

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

ARTICLE 51 - PRINTING OF THE AGREEMENT

51.01 Distribution and Cost

The Union shall print the Collective Agreement in an agreed format, and shall provide sufficient copies for the Employer to distribute copies of the Collective Agreement to employees.

The Union and the Employer shall each contribute fifty percent (50%) to the cost of printing the Collective Agreement.

ARTICLE 52 - WAGE SCHEDULES

52.01 Payment of Wages

Employees shall be paid by direct deposit made every second Friday. The pay statement given to employees shall include a statement listing statutory holidays paid, adjustments including overtime, sick pay entitlement (in hours), and an itemized summary of deductions.

In the event that an employee's pay is short of money owed for the pay period and the employee brings the issue to the attention of the manager, the following shall apply:

- If the money owed is less than one-hundred-fifty-dollars (\$150), the pay shall be added to the next pay period.

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- If the money owed is one-hundred-fifty-dollars (\$150) or greater, the Employer will make every reasonable effort to correct the error and provide a manual cheque or direct deposit within three (3) to five (5) business days.

ADDENDUM #1

WAGE SCHEDULE

Position	Steps	Current
LPN	Start	\$28.54
	1,950	\$29.40
HCA	Start	\$20.66
	1,950	\$21.28
Cook	Start	\$19.57
	1,950	\$20.16
Dietary Aide	Start	\$16.85
	1,950	\$17.36
Multi-Service Worker	Start	\$16.65
	1,950	\$17.15
Receptionist	Start	\$17.40
	1,950	\$17.92
Rec Aide	Start	\$19.57
	1,950	\$20.16

Wages

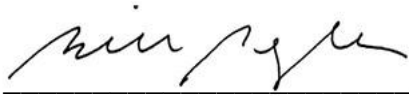
The parties acknowledge they have not entered into wage rate discussions.

The parties further agree that should the leveled-up wage rates be terminated by the government prior to the Collective Agreement expiring, the parties will meet within sixty (60) days to re-open the Collective Agreement to negotiate wage rates.

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

Nanaimo Memory Care Limited Partnership (Nanaimo Memory and Complex Care) / Hospital Employee's Union
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**SIGNED ON BEHALF
OF THE UNION:**

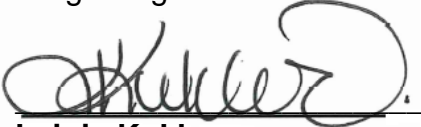


Bill Pegler
Coordinator of Private Sector
& Special Projects



Noel Gulbransen
HEU Negotiator

Kourtney Grober
Bargaining Committee

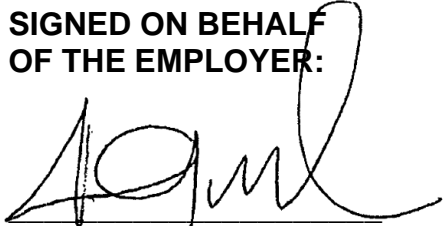


Lainie Kukler
Bargaining Committee

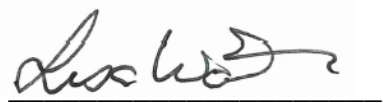
Tricia Solomon-Busch
Bargaining Committee

Date: April 12, 2024

**SIGNED ON BEHALF
OF THE EMPLOYER:**



Jason Gurash
Vice President of Operations
and Business Development



Lisa Waterman
General Manager

Date: June 11/24