

COLLECTIVE AGREEMENT

BETWEEN

**GOOD SAMARITAN CANADA
(A Lutheran Social Service Organization)**

AND



HOSPITAL EMPLOYEES' UNION

April 1, 2020 – March 31, 2025

Note: underlined text is new language for 2020-2025

Good Samaritan Canada

Christenson Village

585 Shaw Road
Gibsons, B.C.
V0N 1V8
(604) 886-8747

Delta View Care Centre

9321 Burns Drive
Delta, B.C.
V4K 3N3
(604) 501-6700

Heron Grove

4900 20th Street
Vernon, B.C.
V1T 9W3
(250) 542-6101

Hillside Village

2891 15 Avenue NE
Salmon Arm, B.C.
V1E 2B6
(250) 833-5877

Pioneer Lodge

1051 6th Avenue NE
Salmon Arm, B.C.
V1E 0A6
(250) 804-4814

Victoria Heights

230 Ross Drive
New Westminster, B.C.
V3L 0B1
(604) 523-9227

Village by the Station

270 Hastings Street
Penticton, B.C.
V2A 2V6
(250) 490-4949

Hospital Employees' Union

Provincial Office

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

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ARTICLE 1 - PREAMBLE

1.01 Preamble

The primary purpose of the Employer is to provide residents with efficient and competent services.

It is the intent of the Parties to:

- (a) Ensure the provision of the best possible service and quality resident care;
- (b) Protect the interest of residents, employees and the community;
- (c) Establish an orderly collective bargaining relationship between the Employer and the employees covered and to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the Bargaining Unit.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

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

2.02 Union Shop

Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not members of the Union prior to the date of certification shall have the option of:

- (a) applying for membership in the Union which membership they shall maintain, or

(b) not applying for membership in the Union, but as a condition of employment, shall authorize the deduction from their pay cheques of an amount equal to Union Dues and Assessments, and shall be deemed to have made an irrevocable assignment under clause 2.02.

All other 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 by the first day of the third bi-weekly pay period 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.

In the event an employee is terminated pursuant to this section, the following contract provisions shall not be applicable to the employee:

- Article 8.04 - Grievance Procedure
- Article 8.05 - Dismissal/Suspension for Alleged Cause

2.03 Union Check-Off

(a) The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues. The Union shall provide thirty (30) days written notice to the Employer of a change in the amounts to be deducted.

The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer no later than the 15th day of the month for the previous month's deductions.

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 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 deducted for each employee.

- (b) 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 clause 2.02.
- (c) The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.
- (d) Twice every calendar year, in January and July, the Employer shall provide to either the Secretary-Treasurer of the Local or the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their work location and job title, addresses and telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed upon fashion and will be sent to memberupdates@heu.org.

2.04 New Employees

At the time of hire, new employees will be advised in writing, that the Employer recognizes the Union as the collective bargaining agent for all employees in the bargaining unit and that a collective agreement is in effect. The Employer will also provide each new employee with a list, prepared by the Union, of current shop stewards, their departments and/or work areas, and telephone numbers.

The Employer shall inform the Local Union Steward within seven (7) days of the commencement of work on the site of all new employees and the date and time of any group orientation held at the site.

The union chief shop steward or designate and new employee shall be given the opportunity to meet within regular working hours without loss of pay, for thirty to forty-five (30-45) minutes during the first thirty (30) days of their employment.

2.05 Shop Stewards

- (a) The Union will have two (2) Shop Stewards per worksite for up to twenty-five (25) employees covered by this Collective Agreement, with a maximum number of six (6) Shop Stewards per worksite.
- (b) The Employer will be kept advised of all Shop Steward appointments.
- (c) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward at each worksite who may present or assist in the presentation of any grievance.

2.06 Union Bulletin Boards

The Employer shall provide a bulletin board at each work site for the exclusive use of the Union, the location to be determined by mutual agreement between the Employer and the Union.

2.07 Badges and Insignia

Employees are permitted to wear lapel pins with the HEU logo, provided they pose no health or safety risk to residents or employees.

2.08 Union Representative Visits

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

2.09 Copies of the Collective Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Collective Agreement, and their

obligations under it. The Union shall print sufficient copies of the Collective Agreement and the costs shall be shared equally between the parties. A copy of the Collective Agreement shall be provided to each employee on commencement of employment.

2.10 The Union may be permitted to use a meeting room onsite for meetings of the local provided:

- (a) A request is made in writing to the Employer a minimum of seven (7) days in advance of the requested meeting time, and meeting space is available on the date(s) and time(s) requested by the Union.
- (b) Such requests are subject to the approval of the Employer, but shall not be unreasonably denied.

ARTICLE 3 - DEFINITIONS

For the purpose of this Collective Agreement:

3.01 "Employer" means Good Samaritan Canada (A Lutheran Social Service Organization) at:

- a) Christenson Village in Gibsons;
- b) Heron Grove in Vernon;
- c) Hillside Village and Pioneer Lodge in Salmon Arm;
- d) Victoria Heights in New Westminster;
- e) Village by the Station in Penticton; and
- f) Delta View Care Centre in Delta.

3.02 "Basic Rate of Pay" shall mean the incremental step in the Wage Schedule applicable to an employee in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.

3.03 Common-Law Spouse means two people who have cohabited as spousal partners for a period of not less than one (1) year.

ARTICLE 4 - MANAGEMENT RIGHTS

The management of the Employer's business, and the direction of the working forces including, but not limited to, the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Collective Agreement.

Without limiting the generality of the foregoing, the Union agrees that all employees shall be governed by all rules of general application as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Collective Agreement.

ARTICLE 5 - NO DISCRIMINATION

5.01 No Discrimination

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

5.02 Harassment

5.02.01 Sexual Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.
- (b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
 - i) touching, patting or other physical contact;
 - ii) leering; staring or the making of sexual gestures;
 - iii) demands for sexual favours;
 - iv) verbal abuse or threats;

- v) unwanted sexual invitations;
 - vi) physical assault of a sexual nature;
 - vii) distribution or display of sexual or offensive pictures or material;
 - viii) unwanted questions or comments of a sexual nature;
 - ix) practical jokes of a sexual nature.
- (c) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.
- (d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

5.02.02 Personal Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal harassment means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon another person's race, color, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or for reason of membership or activity in the Union. Such behaviour could include, but is not limited to:
- i) physical threats or intimidation;
 - ii) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - iii) distribution or display of offensive pictures or materials.
- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious

incident.

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

5.03 Respectful Workplace

The parties are committed to promoting a work environment in which all those who enter the facility will conduct themselves in a civil, respectful, and cooperative manner. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and residents should expect to be treated in an environment where the risk of violence is minimized.

5.04 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 Company's harassment policies.
- (c) Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.
- (d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

ARTICLE 6 - DISCUSSION OF DIFFERENCES

6.01 Union Committee

The Union shall appoint and maintain a committee at each worksite comprising of two (2) persons plus alternates who are employees of the Employer, and the Secretary-Business Manager, or their representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee.

6.02 Union/Management Meetings

The parties shall meet not less than quarterly for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee(s). All meetings shall be held as promptly as possible on request of either party. These meetings may occur at Step Three of the grievance procedure.

The time spent by Shop Stewards or Union Committee Members in the course of their duties shall be considered as time worked and shall be paid in accordance with the provisions of the Collective Agreement.

ARTICLE 7 - EVALUATION REPORTS AND PERSONNEL

7.01 Evaluation Reports

Performance evaluations are not part of the disciplinary process. 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 for the purpose of indicating they are aware of the performance appraisal and to make any further comments the employee wishes. The employee shall sign within seven (7) calendar days. If an employee wishes to record any written objections to their evaluation, those objections shall be appended to the evaluation and maintained on the employee's personnel file. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee.

7.02 Personnel File

An employee, or the Secretary-Business Manager of the Union, (or their designated representative), with the written authority of the employee, shall be entitled to review at the care home and in the presence of the Site Manager or their designate, the employee's personnel file, and request copies of any document in

the employee's personnel file in order to facilitate the investigation of a grievance, or for the employee's personal reference.

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Union Representation

At an employee's request Shop Stewards shall be permitted to represent an employee's interests, without loss of pay, when such meetings are scheduled during the Shop Steward's hours of work subject to clause 2.05. The Shop Steward, Union Committee Member or employee shall obtain the permission of their immediate supervisor or designate, prior to leaving their work duties to undertake their Union responsibilities. Such permission shall not be unreasonably withheld.

8.02 Grievance Investigations

- (a) An employee, who may be subject to discipline, has the right to have a shop steward present should the Employer wish to discuss the events with the employee. The employee and the Shop Steward shall be given reasonable time off without loss of pay when the discussion takes place during their hours of work.
- (b) Where the Employer decides to discipline an employee, the employee has the right to have a Shop Steward present during the disciplinary meeting with the Employer. The employee and the Shop Steward shall be given reasonable time off without loss of pay when the discussion takes place during their hours of work.

- (c) The Union will represent an employee in the presentation of a grievance. Where a Shop Steward wishes to discuss the grievance with the 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.
- (d) When disciplinary action is taken against an employee, the employee and the Union shall be informed in writing as to the reason(s) for such action.
- (e) An employee who is called into a meeting that could result in disciplinary action will be advised of the meeting at least twenty-four (24) hours in advance where possible and of their right to have their shop steward present.
- (f) Where possible, an employee will be given advance notice of all of the above meetings.
- (g) If a Shop Steward is not available on the shift and is called in to assist the employee in the above circumstances, the shop steward shall be guaranteed a minimum of two (2) hours pay at straight-time rates.

8.03 Right to Grieve Disciplinary Action

Employees shall have the right to grieve disciplinary action. An employee shall be given a copy of any disciplinary document. Any such discipline shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided the employee's personnel file does not contain a further record of any disciplinary action.

8.04 Grievance Procedure

Grievances

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether a matter is arbitrable.

A policy grievance is defined as one which affects the collective interests of the bargaining unit, rather than the interests of a

particular grievor. Policy grievances may be initiated in Step 3 of this grievance procedure.

Grievances shall be processed in the following manner:

Step One (1)

The employee with or without a Shop Steward (at the employee's option), shall first discuss the grievance with the Manager or their designate within fourteen (14) calendar days after the date on which they became aware or should reasonably have become aware of the action or circumstances giving rise to the grievance. If the grievance is not settled at this step then;

Step Two (2)

The grievance shall be reduced to writing and signed by the employee and a Shop Steward and shall be presented to the Manager or their designate by a Shop Steward who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the Manager or their designate shall give their written reply. If the grievance is not settled at this step, then;

Step Three (3)

If the grievance is not settled at Step Two, then within twenty-eight (28) calendar days of receiving the Step Two response, the Union Committee or its delegate, shall notify the Employer in writing that the grievance will proceed to Step Three. The Employer and Union will meet to discuss the grievance. The findings or decisions of the Employer shall be presented to the Union in writing within fourteen (14) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to Industry Troubleshooter under clause 9.01, Expedited Arbitration under clause 9.02, or arbitration under Article 10, within twenty-one (21) calendar days of the presentation of the Employer's decision.

The Employer agrees that their representatives at the Step 3 meeting have the authority to resolve the grievance.

8.05 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

The Employer will send to the Union Office a copy of the suspension or termination letter at the time of providing it to the employee.

8.06 Time Limits

If the Union does not present a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned and shall be deemed to be settled on the basis of the last written reply. However, neither party shall be deemed to have prejudiced its position on any future grievance. Time limits may be altered by mutual consent of the parties; however, the consent must be in writing.

ARTICLE 9 - INDUSTRY TROUBLESHOOTER AND EXPEDITED ARBITRATION

9.01 Industry Troubleshooter

(a) Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable, the parties shall assign an Industry Troubleshooter from the mutually agreed upon list of Industry Troubleshooters, or a substitute agreed to by the parties:

List of Industry Troubleshooters:

- Chris Sullivan
- Randy Noonan
- Allison Matacheskie
- Ken Saunders
- Mark Brown

- Elaine Doyle

(b) Industry Troubleshooters shall be assigned in the order listed at clause 9.01(a), proceeding with the first person named who follows the person who last served as Industry Troubleshooter for the parties. If that person is not available within sixty (60) days, then the parties will go to the next person on the list.

(c) The Industry Troubleshooter will:

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

(d) The parties shall jointly bear the cost of the Industry Troubleshooter.

9.02 Expedited Arbitration

(a) By mutual agreement, the parties may refer a grievance that remains unresolved following Step 3 of the grievance procedure to Expedited Arbitration, except grievances in the nature of:

- i) Dismissals;
- ii) Suspension in excess of seven (7) work days;
- iii) Policy grievances;
- iv) Grievances requiring substantial interpretation of a provision of the Collective Agreement;
- v) Grievances requiring presentation of extrinsic evidence; and
- vi) Grievances arising from the duty to accommodate.

(b) The location of the Expedited Arbitration hearing is to be agreed to by the parties.

(c) The parties shall assign an expedited arbitrator from the mutually agreed upon list of expedited arbitrators, or a substitute agreed to by the parties.

List of Industry Troubleshooters:

- Chris Sullivan
- Randy Noonan
- Allison Matacheskie
- Ken Saunders
- Mark Brown
- Elaine Doyle

Expedited arbitrators shall be assigned in the order listed above, proceeding with the first person named who follows the person who last served as expedited arbitrator for the parties. If that person is not available within ninety (90) days then the parties will go to the next person on the list.

- (d) The parties will endeavor to reach an agreed to statement of facts prior to hearing.
- (e) Before rendering a decision, the expedited arbitrator may assist the parties in mediating a resolution to the grievance.
- (f) All decisions of the expedited arbitrator are to be limited in application to the particular grievance and are without prejudice or precedent. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding.
- (g) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.
- (h) Neither party shall appeal the decision of the expedited arbitrator.
- (i) The parties shall jointly bear the costs of the Expedited Arbitration.

ARTICLE 10 - ARBITRATION

10.01 Composition of Board

Should the parties fail to settle a grievance between the Employer and the Union, or the employees concerned, such grievance including any question as to whether any matter is arbitrable, but excluding renegotiation of the Collective Agreement shall, at the instance of either party, be referred to the arbitration,

determination and award of an Arbitration Board of one (1) member to be agreed upon by the parties. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

List of Arbitrators:

- Colin Taylor, Q.C.
- Chris Sullivan
- Elaine Doyle
- Corrin Bell
- Ken Saunders
- Irene Holden

The parties, by mutual agreement in writing, may amend the list of arbitrators at any time.

It is understood that the arbitrators shall be appointed on a rotating basis commencing with the first arbitrator named above.

10.02 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated. The Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Collective Agreement, or to modify or amend any portion of this Collective Agreement.

The decision of the arbitration board shall be made in writing in regard to any differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

10.03 Expenses of the Arbitration Board

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

ARTICLE 11 - SALARIES

11.01 The basic rates of pay as set out in the Wage Schedule

shall be applicable to all employees covered by this Collective Agreement.

11.02 Employees shall be entitled to an increment on the completion of each period of one-thousand-nine-hundred-and-twenty-nine-point-seven-five (1,929.75) hours exclusive of overtime to the top of the scale.

11.03 Recognition of Previous Experience

Provided that not more than three (3) years have elapsed since the experience was obtained, when an employee has job specific experience, satisfactory to the Employer, their starting basic rate of pay may be adjusted to recognize their previous experience. Upon providing satisfactory proof of job specific experience, an employee will be advanced to the appropriate step effective the date of submission of proof.

11.04 Paydays shall be on a bi-weekly basis by direct deposit.

ARTICLE 12 - DEFINITION OF EMPLOYEE STATUS

12.01 Regular Full-Time Employees

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority on an hourly basis.

12.02 Regular Part-Time Employees

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

12.03 Casual Employees

A casual employee is one who is not regularly scheduled to work but is employed to relieve in vacancies created by the absence of a regular full-time or regular part-time employee or to perform emergency or unanticipated or irregular relief work as required by the Employer. Casual employees accumulate seniority on an

hourly basis.

In the event that a casual employee accepts work, the employee shall have the obligation to work the shift(s) as scheduled.

12.04 Restriction of Employee Status

The status of all employees covered by this Collective Agreement shall be defined in one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 8 Grievance Procedure.

ARTICLE 13 - PROBATIONARY PERIOD

13.01 New casual employees shall be on probationary status for the first four-hundred-and-sixty-five (465) hours that they work. If the probationary employee is on continuous service as a regular employee, their probationary status will continue for four (4) months or four-hundred-and-sixty-five (465) hours worked, whichever occurs first.

Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining entitlements and seniority. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month, provided written reasons are given for requesting such extension. If the employee is terminated during the extended probationary period, they will be provided with one week's notice or pay in lieu of notice.

13.02 Rejection During Probation

A rejection during probation shall not be considered a dismissal for the purpose of clause 8.05. The test for rejection during probation shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability shall be related to work performance.

13.03 The Employer shall provide a paid orientation period for all new employees.

13.04 The Employer shall provide a performance evaluation of each probationary employee at least once during their probationary period.

ARTICLE 14 - SENIORITY

14.01 Seniority for all employees shall be defined as the total accumulated hours calculated from the date the employee last entered service in the bargaining unit. Where two (2) or more employees have the same seniority hours, the senior employee shall be determined by date of hire, or by chance in the event that the hire dates are the same.

“Accumulated hours” shall include all paid hours, except overtime hours and shall include unpaid hours as indicated in clause 33.03 Leave of Absence.

14.02 The Employer shall maintain a seniority list that includes all employees in the bargaining unit. Upon request, the Employer agrees to make available to the Union the seniority of any employees covered by this Collective Agreement. The Employer will also produce a list for each site, listing employees at each worksite by seniority.

14.03 An employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if they:

- a) resigns; or
- b) is discharged for just cause and not reinstated; or
- c) fails to reply to a recall notice within seven (7) days of its receipt, unless a satisfactory reason is provided; or
- d) is absent for three (3) consecutive days without notifying the Employer, and cannot give an acceptable reason for their absence; or
- e) is laid off in excess of the one (1) year recall period.

14.04 Seniority Dates

Within three (3) months of ratification of the Collective Agreement, the Employer will post a seniority list containing the name and seniority of each full-time and part-time employee in descending order of the most hours worked to the least. The seniority list shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1, and October 1. Copies of the seniority list will be provided to the Union following posting. Such seniority lists shall be subject to correction for error on proper representation by the Union, within one (1) month of the Union's receipt of the seniority list.

ARTICLE 15 - JOB POSTINGS

15.01 The Employer agrees that all regularly scheduled positions at the worksite of sixty (60) days or more shall be posted for a period of seven (7) calendar days on designated bulletin boards and a copy of all such job postings shall be provided to the Secretary Business Manager or Union designate. Where operational requirements make it necessary, the Employer may make temporary appointments pending the job posting process. Job posting for other positions in the bargaining unit shall be available on the Employer's intranet.

15.02 Information on Job Postings

- (a) All job postings shall indicate the following:
- Date of job posting and closing date of job posting;
 - Current shift rotation, including start and stop times;
 - Pay rate;
 - FTE and worksite; and
 - Start date of position.
- (b) All job postings shall also include a summary of job description, duties and qualifications and current work area for information purposes only.
- (c) The current shift rotation, hours of work, including stop and start times, days off and work area may be subject to change provided that the change is consistent with operational

requirements and is not in violation of the provisions of the Collective Agreement.

15.03 Selection

In the promotion, transfer or voluntary demotion of employees, seniority shall be the determining factor where the required qualifications, skills and abilities are relatively equal between two (2) or more applicants.

15.04 Order of Consideration

The following order of consideration shall apply, in accordance with clause 15.03, to applicants for posted vacancies:

- (a) Employees of the bargaining unit who are employees at the worksite;
- (b) Employees of the bargaining unit who are employees at another worksite;

In the event that an applicant is chosen for a position, the applicant shall transfer their full length of service to the new worksite, and will have all rights set out in this Collective Agreement as if there was no break in their continuous employment.

15.05 The Employer shall also consider applications from those employees with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, or education leave and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

15.06 After the successful applicant is notified, the Employer will post the name of the successful applicant.

15.07 Qualifying Period

If a regular employee is promoted, voluntarily demoted, or

transferred to a new job, the employee shall be considered a qualifying employee in their new job for a period of two (2) months once the employee has commenced the new position.

If an employee, during the aforementioned two (2) month period is found unsatisfactory in the new position, then the employee shall be returned to their former job and pay rate before the promotion, voluntary demotion or transfer took place, without loss of seniority and accrued benefits, 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 benefits.

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

15.08 Temporary Positions

- (a) An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued entitlements when the temporary promotion, transfer or demotion terminates.
- (b) Employees shall be eligible to accept up to three (3) temporary postings per calendar year.

15.09 Throughout this Article, the terms “job” and “position” have the same meaning and are interchangeable.

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

ARTICLE 16 - JOB DESCRIPTIONS AND JOB CLASSIFICATION

16.01 Job Description

Each employee shall be provided with access to the job description for their position and shall be provided with a copy upon request. The Union shall be provided with copies of job descriptions for all positions for which the Union is the certified bargaining agent.

16.02 New Classification

Should the Employer introduce a new classification, the Employer and the Union shall, within twenty-eight (28) calendar days of the introduction of the new classification, negotiate a wage rate. Should an agreement not be negotiated in this period, the wage rate proposed by the Employer shall be implemented and if the rate of pay is unacceptable to the Union, the Union shall have twenty-one (21) days from the date of implementation to refer the matter in writing to arbitration in accordance with Article 10 of the Collective Agreement.

16.03 Change to Existing Classification Criteria

- (a) Where the primary function or qualifications of a position in any classification, or a classification covered by this Collective Agreement, are significantly changed the employee and the Union shall receive twenty-eight (28) calendar days' notice.
- (b) Where the Employer increases the qualifications of a position or classification, the Employer shall provide the incumbent(s) with a reasonable period of time to obtain the required qualifications.
- (c) Where the employee does not or is unable to obtain the required qualifications, they shall receive the appropriate layoff notice from the position and the position shall be posted pursuant to Article 15.

16.04 Classification Review

- (a) In the event that the Union or an employee believes that a

current position is not properly allocated, either of them may request a classification review of the current position. The request for a classification review should be submitted in writing to the Employer designate.

- (b) Where a classification review is requested, the job description will be updated and a review of the position conducted to determine the appropriate classification based on a comparison to the classification guideline criteria and other similar positions.
- (c) The employee and the Union will be advised in writing of the results of the classification review.

16.05 Successful classification reviews shall be effective from the date that the original request for classification review was submitted.

16.06 Classification Adjustment

- (a) An employee whose position is reclassified to one with a higher basic rate of pay shall be advanced to the next step on the salary schedule that would provide, at a minimum an increase to their basic rate of pay.
- (b) An employee whose position is reclassified to one with a lower basic rate of pay shall have their rate of pay red circled until the basic rate of pay for the lower paid classification is equal to or greater than their previous basic rate of pay.

16.07 If the Union or an employee is not satisfied with the decision of the Employer in clause 16.04(c) respecting the classification review, either of them may within ten (10) days grieve the matter at Step 2 of the Grievance Procedure.

ARTICLE 17 - HOURS OF WORK

17.01 It is understood and agreed that the work shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

17.02

(a) The normal hours of work for full-time employees working standard hours (the “standard shift”) shall be seven-and-a-half hours (7½) and no more than seven-and-three-quarter hours (7¾) per day; and no less than seventy-five (75) hours and no more than seventy-seven-and-one-half (77½) hours in a 14 day pay period. Changes to an employee’s standard hours may be made with twenty-eight (28) or more days’ notice. Changes needed within that twenty-eight (28) day period shall be subject to mutual agreement between the Employer and the Union.

Unpaid meal periods shall be thirty (30) minutes. No split shifts shall be worked by any employee, except by mutual agreement.

(b) The normal hours of work for part-time and Casual employees working standard hours shall be up to seven-and-three-quarter (7¾) hours per day and less than seventy-seven-and-one half (77½) hours in a 14 day pay period and the daily hours of work shall be up to seven-and-three-quarter (7¾) hours, exclusive of meal periods.

(c) All employees working a standard shift shall be permitted one (1) fifteen (15) minute rest period during each period of three-point-eight-seven-five (3.875) hours of work, the time of which shall be scheduled by the Employer. The fifteen (15) minutes shall commence when an employee leaves their place of work and the employee shall be back at their place of work when the fifteen (15) minutes expire.

(d) If an employee is recalled to duty during their meal period or rest period they shall be given a full meal period or rest period later in their shift.

(e) **Extended Hours**

The normal hours of work for full-time employees working extended hours (the “extended shift”) shall be no less than

eleven (11) hours and no more than eleven (11) hours and seven (7) minutes per day and no less than seventy-seven (77) hours and no more than seventy-seven (77) hours and forty-nine minutes (49) in a 14 day pay period. Changes to an employee's extended hours may be made with twenty-eight (28) or more days' notice. Changes needed within that twenty-eight (28) day period shall be subject to mutual agreement between the Employer and the Union.

Employees working extended shifts shall be entitled to two (2) unpaid meal periods of thirty (30) minutes. No split shifts shall be worked by any employee except by mutual agreement.

- (f) The normal hours of work for part-time and Casual employees working extended hours shall be up to eleven (11) hours and seven (7) minute shifts and less than seventy-seven (77) hours and forty-nine (49) minutes in a 14 day pay period. The daily hours of work shall be up to eleven (11) hours and seven (7) minutes, exclusive of meal periods.
- (g) Employees working eleven (11) hours and seven (7) minute shifts shall be permitted three (3) rest periods of fifteen (15) minutes during each shift.
- (h) The parties agree that for the purposes of Definition of Employee Status for Delta View, shall be governed by the MOA dated August 4, 2020.

17.03

- (a) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules for employees working a standard shift shall provide for:
 - i) at least fifteen-and-one-half (15½) hours off duty between shifts;
 - ii) not more than six (6) consecutive scheduled days of work;
 - iii) at least two (2) consecutive scheduled days of rest in a 14 day pay period;
 - iv) No rotation will contain a shift with less than four (4) hours

unless mutually agreed otherwise between the Employer and the Union.

- (b) Except by mutual agreement between the Employer and the Union, an employee working a standard shift shall receive at least one (1) weekend off in two (2) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and the following Sunday. Named Holidays shall not be used as days off for the purposes of this Article.
- (c) Except in cases of emergency or by mutual agreement between the Union and the Employer, shift schedules for employees working an extended shift shall provide for:
 - i) at least eleven (11) hours and fifty-three (53) minutes off duty between shifts;
 - ii) not more than four (4) consecutive scheduled days of work.
- (d) Except by mutual agreement between the Employer and the Union, an employee working an extended shift shall receive at least one (1) weekend off in two (2) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and the following Sunday. Named Holidays shall not be used as days off for the purposes of this Article.

17.04

- (a) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer initiates a change in the employee's schedule with less than seven (7) calendar days' notice, the employee shall be paid at one-and-one-half times (1½ X) for all hours worked on the first shift of the changed schedule.
- (b) Employee requests for shift changes must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances. If the change results in less than seven (7) calendar days' notice, the employees affected will be paid their regular rate of pay for all hours worked.

17.05 The Employer will furnish the Union with an authorized copy of all work schedules at the time of posting and at the end of the schedule cycle.

17.06 Any employee who reports for work as requested or scheduled and is sent home for any reason other than disciplinary shall be paid for a minimum of four (4) hours, at the employee's regular rate of pay.

17.07 On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, of conversion to Pacific Standard Time, regular hours of work shall be extended to include the resultant additional one (1) hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

17.08

- (a) Except for clause 17.03(a)(i) and (iii) and (b) and (d), this Article shall apply to Casual employees.
- (b) Unless prescheduled, clause 17.04(a) shall not apply to Casual employees.

17.09 Additional Hours of Work

The opportunity for part-time employees to work additional hours of work shall be administered in accordance with clause 45.05.

17.10 Employees working extended hours of work will have all benefits and entitlements which are expressed in terms of daily or weekly hours converted to produce equivalent hours of benefits and entitlements as they would have if the hours of work were not extended. This will result in no loss or gain in employee benefits and entitlements.

17.11 Exchanging Shifts

- (a) Regular employees and/or – casual employees in a temporary position longer than sixty (60) days – may exchange shifts among themselves provided that:
 - i) The exchange is agreed to in writing between the affected employees;

- ii) Prior approval of such exchange has been given by the Site Manager (or designate);
 - iii) Once an employee has accepted an exchanged shift to be worked, the exchanged shift is now considered to be a scheduled shift; and
 - iv) There is no additional cost to the Employer.
- (b) Such a request shall be made in writing to the Site Manager (or designate) and the Site Manager's (or designate's) reply shall be in writing.
 - (c) Approved shift exchanges shall be recorded on the shift schedule.
 - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
 - (e) The shifts exchanged must be within twenty-eight (28) calendar days of each other.
 - (f) Regular employees and/or – casual employees in a temporary position longer than sixty (60) days – shall not exchange shifts with a casual employee.
 - (g) Employee requests for shift changes must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances. If the change results in less than seven (7) calendar days' notice, the employee affected will be paid their regular rate of pay for all hours worked.

ARTICLE 18 - SHIFT DIFFERENTIALS AND CHARGE PREMIUMS

18.01 Shift Differential

(a) Evening Shift Differential

Effective the date of exchange of written notice of ratification, an evening shift differential of seventy-five cents (\$0.75) per hour will be paid to an employee for all hours worked between fifteen-hundred (1500) hours to twenty-three-hundred (2300) hours, provided that at least one (1) full hour is worked between these specified hours.

(b) Night Shift Differential

A night shift differential of one-dollar-and-twenty-five cents

(\$1.25) per hour will be paid to an employee for all hours worked between twenty-three-hundred (2300) hours to zero-seven-hundred (0700) hours, provided that at least one (1) full hour is worked between these specified hours.

18.02 Charge Premium

Where the Employer designates an Associate Care Coordinator or Licensed Practical Nurse to assume “in charge” responsibility in the absence of the Manager, they shall be paid an additional one-dollar-and-fifty cents (\$1.50) per hour. Hours to which the premium applies will be designated by the Manager.

Effective January 1, 2024, the charge premium shall increase by fifty cents (\$0.50) per hour to two dollars (\$2) per hour.

18.03 Weekend Premium

A weekend premium of fifty-five cents (\$0.55) per hour will be paid to an employee for all hours worked between 0001 Saturday and 2400 Sunday, provided that at least one (1) full hour is worked between these specified hours.

Effective the date of exchange of written notice of ratification, the weekend premium shall increase by twenty cents (\$0.20) per hour to seventy-five cents (\$0.75) per hour.

18.04 Food Service Worker Premium

A Food Service Worker premium of \$1 per hour will be paid to a Food Service Worker during the time the Food Service Worker is cooking in the absence of a Cook on shift.

ARTICLE 19 - STAFF MEETINGS AND IN-SERVICE EDUCATION

19.01 The Employer shall provide in-service education to ensure that each employee has the opportunity to attend the required sessions for the site.

19.02 An employee who is required to attend a training course, in-service session, seminar, or staff meeting, shall be compensated as hours worked or shall be allowed compensatory time off at straight-time in lieu by mutual agreement between the employee and the Employer at a minimum of two (2) hours.

ARTICLE 20 - ADJUSTMENT PLAN

20.01 The parties acknowledge Section 54 of the *Labour Relations Code*. The Employer and the Union shall meet within twenty-one (21) days of the date of any notice pursuant to Section 54.

20.02 Technological Displacement

The Employer agrees that, whenever possible, an employee shall not lose employment because of changes that fall under Section 54. Whenever possible, the Employer shall use normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 21.

ARTICLE 21 - LAYOFF AND RECALL

21.01 Discussion with Union

The Parties recognize the value of a discussion, or a meeting prior to laying off employees in the Bargaining Unit. Where the Employer intends to introduce a measure which may result in a reduction of the workforce, the parties shall meet at least two (2) full pay periods prior to the measure being implemented. The purpose is to discuss the relevant factors related to the layoff. The Employer will provide a current seniority list to the Union upon a layoff.

21.02 In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that those retained are qualified and have the ability to do the work. A reduction of an employee's full-time equivalent (FTE) shall be considered a layoff.

When, in the opinion of the Employer, it becomes necessary to reduce the workforce in a department or unit, the Employer shall consider opportunities to rearrange employee schedules in that department or unit. Employees affected by the new schedule shall choose a new line on the schedule in order of seniority. Any employee who is not returned to the schedule through this process shall be laid off.

21.03 Layoff/Bumping Options

An employee who has received a layoff notice from the Employer must decide within seven (7) days as to which of the following options they have selected. The employee must advise the Employer of the option selected in writing:

- (a) Accept the reduced hours while maintaining recall rights to a position with an equivalent FTE.
- (b) The employee may bump another employee of lesser seniority in a position for which the employee is qualified and has the ability to perform the work.

It is agreed that a displaced employee cannot bump into a promotion. If the employee is not successful in the qualifying period, they shall exercise their option under clause 21.03 one more time.

The Employer shall supply to the employee and the Union designate a list of all employees that may be bumped by the employee. Bumping rights must be exercised within seven (7) days from the date on which the Employer receives notification that the employee has exercised their right to bump that other employee.

- (c) Accept Layoff notice and be placed on the recall list. Individuals in their recall period may register for casual work and be placed on the casual list with their accumulated seniority. This employee will not forfeit recall notice.

21.04 The Employer shall give regular full-time and regular part-time employees the following written notice or pay in lieu of notice:

- a) one (1) week pay in lieu or notice, after three (3) months;
- b) two (2) weeks' pay in lieu or notice, after one (1) year,
- c) three (3) weeks' pay in lieu or notice, after three (3) years, plus one (1) additional week for each additional year of employment to a maximum of eight (8) weeks.

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

21.06 Benefits During Layoff

Employees laid off may with the assistance of or through the Employer, make arrangements for monthly payment of the full premiums of benefits coverage during the layoff period.

21.07 Priority for Vacancies

No new full-time or part-time employees will be hired at the worksite while there are other full-time or part-time employees on layoff from the worksite as long as laid off full-time or part-time employees are available and have the ability to perform the work.

21.08 Recall Notices

- (a) Recall notice shall be by telephone with confirmation in writing by registered mail or hand delivered to the employee's last address on record with the Employer and faxed to the Union. The employee so notified shall return to work as soon as possible not later than five (5) calendar days following the date of the telephone call, receipt of hand delivered letter or the date the letter was registered. Employees requiring to give notice to another Employer shall be deemed to be in compliance with the five (5) day provision.
- (b) In the case of an employee who is laid off and on reduced hours, recall notice may be hand delivered to the employee at

the facility.

It is the responsibility of each employee to notify the Employer promptly in writing, of any change of address and telephone number.

21.09 Layoff and Recall

- (a) If an employee is recalled to less hours of work than the employee enjoyed prior to the layoff, the employee may elect to remain on layoff with recall rights.
- (b) In the event the employee accepts recall to a position with less hours of work than enjoyed prior to the layoff, the employee shall continue to have full recall rights to the pre-layoff full-time equivalency (FTE) to a maximum of twelve (12) months from the date of the original layoff.
- (c) No employee shall be recalled to a position with a greater FTE than held prior to the layoff. In the event a vacancy exists to which a full or partial recall is not possible, the Employer shall post the vacancy pursuant to Article 15 and shall recall to the resultant vacancy that is possible in accordance with the provisions of this Article.
- (d) The employee who has received layoff notice may choose to bid into a temporary position. If the temporary position will not last as long as the layoff notice, the employee shall continue on active employment or pay in lieu of until the expiry of the layoff notice period.

If the employee chooses to bid into a temporary position that lasts longer than the period of notice of layoff, they shall continue in that position until the expiry of the temporary position at which time they are subject to immediate layoff. The one year recall period begins at the end of the notice of layoff.

21.10 Recalls

Recalls shall be carried out in order of seniority by classification at the worksite and then by classification within the bargaining unit provided the employee has the ability to perform the assigned work satisfactorily after an appropriate orientation or familiarization period.

21.11 Termination of Recall Rights

The employment of an employee shall be considered terminated when the employee does not accept recall to a position at the worksite with the same FTE enjoyed prior to layoff, or has not changed their status to Casual prior to the layoff end date, or has been on layoff and not on reduced hours for twelve (12) months without being recalled to a regular position. However, an employee shall have the right to refuse a recall to another community without losing their recall rights.

21.12 Ability to Perform Assigned Work

"Ability to perform the assigned work" means the employee does not require any additional training by the Employer other than orientation, to be able to satisfactorily perform the assigned work.

21.13 Casual Employees

This Article shall have no application to Casual Employees.

ARTICLE 22 - OVERTIME

22.01

- (a) Employees will be called in to work overtime on the basis of their seniority only if they have the capability to perform the work and are willing to work all necessary hours that the work is available. The Employer is entitled to minimize the cost of overtime hours.
- (b) Full-time employees requested to work in excess of their normal full-time hours on a standard day, as outlined in clause 17.02, shall be paid at the rate of time-and-one-half of their

basic hourly rate of pay for the first three (3) hours of overtime and double-time thereafter.

- (c) Full-time employees requested to work on their scheduled day of rest shall be paid at the rate of double-time for hours worked provided the employee has completed their regular schedule.
- (d) Part-time and Casual employees who work more than six (6) consecutive days will be paid double-time for all hours worked on the seventh (7th) consecutive day of work.

Part-time and Casual employees who work more than four (4) consecutive extended days will be paid double-time for all hours worked on the fifth (5th) extended day.

- (e) Part-time and Casual employees shall be paid at the rate of straight-time for hours worked up to and including the normal hours of a standard or extended day, as outlined in clause 17.02. Overtime rates shall be paid at the rate of time-and-one-half of their basic rate of pay for the first three (3) hours of overtime and double-time thereafter.
- (f) Part-time and Casual employees shall be paid at the rate of straight-time for hours worked, up to and including the normal hours of a standard or extended shift(s) over a pay period, as outlined in clause 17.02. Overtime rates shall be paid at the rate of time-and-one-half of their basic rate of pay for the first three (3) hours of overtime and double-time thereafter.
- (g) All employees working in excess of the extended hour day, will be paid double-time for all excess hours worked on that day.
- (h) Overtime will not be considered as hours worked when determining whether the hours should be paid at straight-time or overtime rate.

22.02 Employees required to work on a scheduled day of rest, shall receive the overtime rate as provided but shall not have the day off rescheduled. An employee who is required to work

overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Site Manager or their Designate.

22.03 If an employee works overtime on a statutory holiday the employee shall be paid overtime at the rate of time-and-one-half the employee's basic rate for the first three (3) hours and double-time thereafter beyond the normal daily full-time hours in that day.

22.04 Overtime Banking

- (a) Overtime shall be compensated either in pay or time off as mutually agreed between the Employer and the employee. Should an employee prefer to take time off, they must specify this in writing to the Manager by the end of the current pay period in which the overtimes was worked, and if not done so, the overtime will be compensated by being paid out by the end of the next pay period.
- (b) Time off for overtime shall be scheduled at a mutually agreeable time, and such requests for time off shall not be unreasonably denied by the Employer.
- (c) Overtime banked between January 1st and December 31st that is not scheduled as time off prior to March 31st of the next calendar year shall be paid out by the Employer at the employee's basic rate of pay.

22.05 An employee who works two-and-one-half (2½) hours of overtime immediately before or following their scheduled hours of work shall receive a meal ticket for a meal at the kitchen. Fifteen (15) minutes with pay shall be allowed the employee in order that they may take a break.

- (a) This clause shall not apply to part-time employees until the requirements of clause 22.07 have been met.
- (b) In the case of an employee called out on overtime to work on a scheduled day of rest, this clause will apply only to hours worked outside their regular shift times for a normal work day.

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

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

ARTICLE 23 - CALL-BACK AND ON CALL

23.01 Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable overtime rate whether or not they actually commence work, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their automobile to work an allowance of fifty-three cents (\$0.53) per kilometre from the employee's home to the Employer's place of business and return.

23.02 Telephone Consultation

When an employee has been assigned to handle job-related matters without returning to the work place and is consulted by telephone by someone authorized to do so, the employee shall be compensated for time spent on the telephone consultation with an equivalent amount of lieu time off to be scheduled by mutual agreement.

23.03 Associate Care Coordinators on call will be paid \$3.75 per hour for the time period specified by the Employer to be available

while off-duty. On-call pay does not apply if the employee is called back to work.

ARTICLE 24 - CALL-IN – STATUTORY REQUIREMENT

Any employee, except those covered by clause 23.01, 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 their 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 25 - TEMPORARY ASSIGNMENT

- (a) An employee required by the Employer to replace another employee in a classification within the bargaining unit which has assigned a higher pay grade, for a period of two (2) hours or more, shall in addition to the employee's basic rate of pay, be paid an additional amount equal to the differential between the applicable rate for the employee's classification and the pay step for the higher classification in which the employee is relieving that provides them with an increase in their basic rate of pay.
- (b) An employee required by the Employer to replace another employee in a classification within the bargaining unit which has assigned a lower pay grade, shall not have their basic rate of pay adjusted.

ARTICLE 26 - TRANSPORTATION ALLOWANCE

An employee who is assigned duties requiring the use of their own motor vehicle to conduct business on behalf of and at the request of the Employer shall be reimbursed at the Canada Revenue Agency "reasonable per-kilometre allowance".

ARTICLE 27 - STATUTORY HOLIDAYS

27.01 Statutory Holidays

All employees will be entitled to the statutory holidays listed below and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day	Labour Day
Family Day	<u>National Day for Truth and</u>
Good Friday	<u>Reconciliation</u>
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

27.02 Full-time employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one half (1½) for all hours worked. In addition an employee shall be provided with:

- (a) an alternate seven-and-a-half (7.5) or seven-and-three-quarter (7.75) hour day off, whichever applies, with pay at a mutually agreed time to be taken within three (3) months of being earned, or
- (b) by mutual agreement, a seven-and-a-half (7.5) or seven-and-three-quarter (7.75) hour day off, whichever applies, with pay to be added to the employee's next annual vacation, or
- (c) by mutual agreement, the employee may receive payment of seven-and-a-half (7.5) or seven-and-three-quarter (7.75) hours, whichever applies, at the employee's basic rate of pay.

27.03 With respect to clause 27.02, every effort will be made to schedule such public holidays or their equivalent days, as addition to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

27.04 The Employer shall make every effort to schedule either

Christmas Day or New Year's Day off for employees so requesting.

27.05 If a statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

27.06 All employees scheduled to work on any of the statutory holidays as listed in Article 33 shall not have their normal hours of work reduced.

27.07 Except as otherwise provided in this Collective Agreement, employees on leave of absence, excluding vacation, will not be eligible for statutory holidays.

27.08 Part-time Employees

(a) On each pay cheque, part-time employees shall be paid in addition to their earnings, four-point-six percent (4.6%) of their earnings in lieu of statutory holidays.

Effective the date of exchange of written notice of ratification, the part-time employee statutory holiday pay will increase from four-point-six percent (4.6%) to five-point-two percent (5.2%).

(b) A part-time employee required to work on a statutory holiday shall be paid at one-and-one-half times (1½ X) for all hours worked on the statutory holiday.

27.09 Regular full-time employees may carry over a maximum of 33.21 hours of their previous year's statutory holiday bank, and all other unused statutory holiday time will be paid out by February 1st of the next calendar year.

ARTICLE 28 - VACATIONS

28.01 Vacation Entitlement – Full time Employees

(a) During each year of continuous service in the employ of the Employer, a full-time employee shall earn entitlement to a

vacation with pay.

- (b) Such earned vacation entitlement can be taken on a "use as accrued" basis, or in the first calendar year of employment, vacation earned by the employee may be taken in the 2nd year and so on.
- (c) The rate at which such entitlement is earned shall be as follows:
 - i) during the first (1st) to fifth (5th) years of employment, an employee earns a vacation of one-hundred-sixteen-and-one-quarter (116.25) paid hours;
 - ii) during the sixth (6th) to fourteenth (14th) year of employment, an employee earns a vacation of one-hundred-fifty-five (155) paid hours;
 - iii) during the fifteenth (15th) and subsequent years of employment, an employee earns a vacation of one-hundred-ninety-three-and-three-quarter (193.75) paid hours.

28.02 Vacation Entitlement – Part time Employees

Part-time employee shall earn entitlement to a vacation with pay calculated in hours in accordance with the following formula:

Hours worked as a Regular Employee	X	The applicable % as outlined below	=	Number of hours of paid vacation time to be taken
---------------------------------------------	---	---------------------------------------------	---	------------------------------------------------------------

- a) six percent (6%) during the first (1st) to fifth (5th) year of employment;
- b) eight percent (8%) during the sixth (6th) to fourteenth (14th) year of employment;
- c) ten percent (10%) during the fifteenth (15th) and subsequent years of employment.

28.03 Vacation Requests

- (a) All employees are expected to submit their vacation requests in writing no later than February 15th of each year, unless an

employee has a reasonable excuse otherwise. Vacation requests at each site will be granted on the basis of seniority of service in the employee's classification, by site, and by the site's operational requirements. Employees who fail to submit their vacation requests by February 15th shall be granted vacation times as operational requirements and seniority permit.

- (b) The Employer shall respond, in writing, to the vacation requests by April 15th. For vacation requests outside of the period in clause 28.03(a), the Employer shall respond, in writing, within fourteen (14) calendar days of the request.

28.04 Splitting of Vacation Periods

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

28.05 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to clause 28.01.

28.06 Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive one-and-one-half times (1½ x) their applicable rate of pay for the first three (3) hours worked and double-time (2x) thereafter, and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time.

28.07 Vacation Carry Over

(a) Regular employees with less than six (6) years of services are

- expected to take a minimum of two (2) weeks' vacation each year.
- (b) Regular employees with more than six (6) years of service are expected to take a minimum of three (3) weeks' vacation each year.
- (c) The Employer may establish a limit to the amount of vacation accrual an employee is entitled to maintain on an ongoing basis. Employees with vacation accrual above the aforementioned minimum (referring to clauses 28.07 (a) and (b)) will be permitted to carry-over vacation hours year-to-year subject to the Employer established limit for vacation accrual. Any vacation hours in excess of the vacation accrual limit will be paid out in accordance with Employer policy.
- (d) Notwithstanding clause 28.07(c), an employee cannot continue to work and draw vacation pay without taking the vacation time.

ARTICLE 29 - BEREAVEMENT LEAVE

29.01 Bereavement leave of absence of three (3) days without loss of pay shall be granted to a regular employee 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 (including common-law and/or same sex relationships), child, step-child, brother, sister, step-brother, step-sister, brother in-law, sister in-law, father-in-law, mother-in-law, son in-law, daughter in-law, grandparent, grandchild, legal guardian, ward, foster child, an employee who has experienced loss of pregnancy after twenty (20) weeks, and a relative permanently residing in the employee's household or with whom the employee permanently resides.

Bereavement leave may be extended by up to two (2) additional days if necessitated by reason of travel to the funeral in excess of three-hundred (300) kilometers.

One day or more of the above entitlement or five (5) days total if travel required may be saved for use on the date of interment

within the calendar year of the event (including funeral, wakes, or other celebrations of life).

29.02 Leave requests for employees to attend funerals or celebrations of life for people not included in the above list, will be made in accordance with clause 33.01. The Employer shall make every reasonable effort to approve unpaid leave requests for employees to attend funerals or celebrations of life for people not included in the above list in Article 29.

ARTICLE 30 - FAMILY RESPONSIBILITY LEAVE

30.01 An employee is entitled up to five (5) days of unpaid leave during each 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.

30.02 In this Article, "immediate family" means the spouse, child, parent/guardian, sibling, grandchild or grandparent of an employee, or any person who lives with an employee as a member of the employee's family.

30.03 An employee shall endeavour to provide the Employer with as much notice as possible of the intention to take family responsibility leave.

ARTICLE 31 - PAID LEAVE

31.01

(a) At the beginning of each payroll year, a regular full-time employee who has successfully completed their probationary period will receive a credit of sixty-nine-point-seven-five (69.75) hours of paid leave. Such leave will be for illness, including mental health, or disability, medical/dental appointments or illness in the immediately family requiring the

employee's personal attention. Paid leave entitlements for a regular part-time employee shall be pro-rated in accordance with their regularly scheduled hours of work (FTE).

- (b) Where a regular employee has unused paid leave credits at the end of the payroll year, they will be entitled to carry over 100% of the unused credits to a maximum bank of 124 hours.
- (c) The Employer will provide the sick leave accumulation on each paystub.

31.02

- (a) Paid leave credits may be used by an employee to be absent from work without loss of pay in the event of illness or disability, medical/dental appointments when such appointments cannot be scheduled outside the employee's working hours, or illness in the immediate family requiring the employee's personal attention.
- (b) In the first year of employment, after an employee has completed the probationary period, the employee shall be allowed a credit for paid leave from the date of employment, prorated to the number of months remaining in the calendar year. However, the employee shall not be entitled to apply paid leave credits prior to the completion of the probationary period.
- (c) "Immediate family" shall be defined in 30.02.

The Employer will provide the sick leave accumulation on each paystub.

31.03 Employees reporting absent due to illness, disability or injury or illness, disability or injury in the immediate family requiring the employee's personal attention shall do so to the Employer as soon as possible in order that a replacement may be arranged for or duties redistributed. Failing to do so, the employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the employee should have reported for work and the time at

which the employee reported absent. An employee will obtain prior permission from their supervisor to be absent for a medical or dental appointment.

31.04 Subject to clause 31.01, 31.02 and 31.03, an employee granted paid leave shall be paid, at their basic rate of pay for regularly scheduled hours absent due to illness or disability, and medical/dental appointments and the number of hours thus paid shall be deducted from their accumulated paid leave credits up to the total amount of their available credits at the time the leave commenced.

31.05 Proof of Absence

An employee may be required to provide satisfactory proof of the reasons for absence and for paid leave credits.

31.06

- (a) No paid leave shall be granted for any illness which occurs once an employee commences their vacation; in this event, the employee will be receiving vacation pay.
- (b) Paid leave shall be granted:
 - i) if an employee becomes ill during their vacation period as stated in clause 31.06 above, only after the expiry of the employee's vacation and provided the illness continues beyond the vacation;
 - ii) for the period of paid time falling within a scheduled vacation period provided that the employee becomes ill prior to the commencement of the scheduled vacation. If the employee so wishes the number of paid leave days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.

31.07 An employee who has exhausted their paid leave credits during the course of an authorized absence and the reason for their absence continues, shall be deemed to be on unpaid leave of absence for the duration of the absence. The employee shall

keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with fourteen (14) days, or such shorter period of time as agreed between the Employer and the employee, written notice of readiness to return to work.

31.08 Upon termination of employment all unused paid leave credits shall be canceled and no payment shall be due there from.

31.09 This Article does not apply to Casual employees.

See Information Bulletin #4 for Casual and Part-Time sick leave entitlements under ESA.

ARTICLE 32 - JURY DUTY

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being themselves a party to the proceeding), shall continue to receive their regular pay and benefits. The employee shall turn over to the Employer any monies they received from the court on the days they are normally scheduled to work, provided this does not exceed their regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals received from the court.

ARTICLE 33 - UNPAID LEAVE

33.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the Site Manager or their Designate and may be granted at the Employer's discretion. The employee shall make every reasonable effort to give at least fourteen (14) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests, unless it would unduly interrupt the Employer's operations. Notice of the Employer's decision shall be given in writing as soon as possible.

33.02 Unpaid Leave - After Three Years

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notice of the Employer's decision shall be in writing.

33.03 Entitlements During Unpaid Leave

For the first thirty (30) calendar days of any unpaid leave, an employee shall continue to accrue vacation entitlements and group benefit coverage shall continue. From the thirty first (31st) day of the unpaid leave to the last day of the unpaid leave, an employee shall no longer accrue vacation entitlements and group benefit coverage shall cease, subject to clause 39.05.

Employees shall not be entitled to statutory holidays which may fall during an unpaid leave of absence.

Employees shall continue to accrue seniority during an unpaid leave of absence.

Upon expiry of an unpaid leave, an employee shall return to their former job.

33.04 Unpaid Leave - Union Business

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations or result in additional wage costs:
- i) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of fourteen (14) days per occurrence;
 - ii) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their

general work area;

- iii) members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive;
 - iv) for employees who are representatives of the Union on a Bargaining Committee.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department or the Employer's operations. Such requests shall be made in writing sufficiently in advance (covered in (d) below) to minimize disruption of the department or the Employer's operations. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) When leave of absence without pay is granted pursuant to part (a) or (b), time absent from scheduled hours of work shall be paid at the employee's current basic rate of pay, and the Union shall reimburse the Employer for the absent employee's wage and benefit costs, including sufficient travel time incurred, within sixty (60) days of receipt of the invoice. The pay and benefits received by the employee and reimbursed by the Union under this Article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

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

- (d) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of fourteen (14) days'

notice prior to the commencement of leave under (a) or (b) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

33.05 Unpaid Leave - Education

- (a) The Employer may grant leave to allow employees to take educational courses related to their employment and such leave will be without pay.
- (b) An employee's request for an unpaid leave of absence for education related to their employment shall be made in accordance with Article 33.
- (c) During an employee's unpaid leave the employee may register on the causal list but shall not accumulate more seniority than a full-time equivalent.

ARTICLE 34 - MATERNITY AND PARENTAL LEAVE

34.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- (b) Pregnancy shall not constitute cause for dismissal.
- (c) Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.
- (d) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.
- (e) Upon return to work, the employee shall continue in their former position without loss of any entitlements.

34.02 Parental Leave for Birth and Adopting Parents

- (a) Upon written request an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay.

The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.

- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks parental leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this Clause shall commence:
 - i) in the case of a mother, immediately following the conclusion of leave taken pursuant to clause 34.01 or following the adoption;
 - ii) in the case of the other parent, following the adoption or the birth of the child and conclude within the seventy-eight (78) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3. Such leave request must be supported by appropriate documentation.

34.03 Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave. The Employer shall maintain the employee's benefit coverage during maternity and parental leave provided the employee maintains their share of the cost of the plan.

ARTICLE 35 - UNION ADVISED OF CHANGES

The Union Secretary - Business Manager shall be informed in writing of any change contemplated by the Employer which affects the terms of this Collective Agreement.

ARTICLE 36 - PERSONAL AND EMPLOYER PROPERTY

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

36.02 Upon submission of reasonable proof, the Employer will repair or indemnify with respect to clothing and personal property including eye glasses of an employee incurred while the employee is on duty and caused by the actions of a resident.

ARTICLE 37 - VACCINATION AND INOCULATION

An employee may not refuse, without sufficient grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time.

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

ARTICLE 38 - OCCUPATIONAL HEALTH AND SAFETY

38.01 Occupational Health and Safety Committee

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices. The parties also agree to adhere to the *Workers Compensation Act* and related relevant regulations.

- (a) The parties agree that a Joint Occupational Health and Safety Committee shall be established at each worksite. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall have equal representation with each party appointing its own representatives.

In addition to persons appointed by the parties, either party may involve other employees of the facility who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.

- (b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Joint Committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the Work Safe BC Regulations.
- (c) No employee shall be disciplined for refusal to work when allowed by the provisions of the *Workers' Compensation Act* and regulations.
- (d) Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility; it shall use the resources of the Workers' Compensation Board and/or the Occupational Health & Safety Agency. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive 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.

38.02 Training and Orientation

- (a) The Employer will provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (b) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.
- (c) Employees are encouraged to ask for additional orientation and/or training as needed.

38.03 The parties recognize that employees should be informed of their rights under the *Workers' Compensation Act* and regulations. Copies of the Occupational Health and Safety Regulations will be posted on the OH&S bulletin board at each facility.

38.04 The Employer agrees that an Occupational Health and Safety Advisor will participate at each facility's Occupational Health and Safety meeting at least four (4) times per year.

38.05 Aggressive/Violent Residents

When the Employer is aware that a resident has a history of aggressive/violent behavior, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive/violent resident, and how to respond to a resident's aggressive/violent behavior will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff is present when dealing with such residents. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour.

38.06 Employees requiring immediate medical care as a result of an on the job accident will be transported to the nearest physician or hospital at the Employer's expense. The Employer will provide that employee transportation to their home unless transportation can be provided by a family member.

38.07 The Employer will establish a Violence Prevention Program or review the existing program where one is in place. This program will be communicated to the Occupational Health and Safety committee and will include:

- a) the development of control measures and guidelines regarding violence prevention;
- b) violence prevention initiatives that will be posted at the worksite;
- c) employee hazard assessments and discussions at the Occupational Health and Safety Committee;
- d) ongoing employee education and training.

38.08

(a) While on WorkSafe BC Wage-Loss Benefits

An employee who is absent from work and in receipt of WorkSafe BC wage-loss replacement benefits shall be considered as being at work. If the employee chooses to continue to receive their existing benefits, they will make arrangements with the Employer's Benefit Department to pay their share of the premiums.

(b) Employee to Contact Employer

Employees who are absent from work due to a WorkSafe BC related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

(c) Return to Work Following Illness or Injury

The Employer and the Union recognize that the rehabilitation of injured or ill employees is an important goal. Return to work is part of a continuum of injury prevention and rehabilitation.

The Employer agrees that, to the extent possible, details of an employee's return to work plan will be provided in writing to the employee and the Union. An employee who requests assistance from a Union representative or member of the Joint Health and Safety Committee shall be given such assistance in order to address their return to work.

Prior to returning to work, employees who have been absent from work and in receipt of WorkSafe BC wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

38.09 Working Alone or in Isolation

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for checking the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee might not be able to secure assistance in the event of an injury. The Committee shall have the right to make recommendations to the Employer regarding such procedures.

The Employer shall set up a check-in procedure, as outlined in the *Occupational Health and Safety Regulations*, for all employees who work alone.

38.10 Investigation of Accidents

The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. The incident must be investigated jointly, by one (1) representative of the Union and one (1) Employer representative and report to the Union and the Employer on the nature and cause of the accident or injury. Where a report is completed, the report shall be in a format acceptable to WorkSafe BC and a copy will be sent to WorkSafe BC. In the event of a fatality, the Employer shall

immediately notify the President of the union or their designate and the Chairperson.

38.11 Workload

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

- (a) Utilizing part-time and casual employees in accordance with the Collective Agreement.
- (b) The immediate supervisor will discuss the matter with employee(s) and, where appropriate, review duty priorities with the affected employee(s).
- (c) Re-assigning work.

The Employer is not required to replace absent employees.

An employee who believes their workload is unsafe shall discuss the problem with their immediate supervisor.

The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution.

Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within seven (7) calendar days thereafter, the Employer shall advise the Committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the Committee.

38.12 Critical Incident Stress

Debriefing shall be made available and be known to employees who have suffered a serious work related, traumatic incident of an unusual nature. Leave to attend such session will be without loss of pay.

38.13 On-Floor Training

The Employer will endeavor to provide new employees with up to twenty-four (24) hours of on floor training in order to provide sufficient and adequate orientation to any employee working in new or unfamiliar work area or classification.

The Employer will endeavor to assign employees to orient with senior and experienced staff members who are familiar with the work area or classification.

The Employer reserves the right to determine employees who provide orientation and will give consideration to those employees who express an interest to provide on-floor training.

ARTICLE 39 - EMPLOYEE BENEFITS

39.01 Benefit Eligibility

- (a) All regular full-time and part-time employees who are regularly scheduled to work fifteen-and-one-half (15.5) hours or more per week and have successfully completed three (3) calendar months of employment will be eligible to participate in the Employer's group plan for British Columbia Medical Services.
- (b) All regular full-time and part-time employees who are regularly scheduled to work fifteen-and-one-half (15.5) hours or more per week and have successfully completed three (3) calendar months of employment will be eligible to participate in the Employer's Group Benefits Plan. The Group Benefits Plan consists of Life Insurances, Disability Insurances (Short Term Disability and Long Term Disability), Extended Health Care and Dental Plans.
- (c) The Life Insurances and Disability portion of the Group Benefits Plan is mandatory for all eligible employees.
- (d) The Extended Health Care and Dental Plans may be waived under the following conditions:
 - i) If the employee has Extended Health and Dental coverage through another benefits plan, they may;
 - Opt out of both Extended Health Care and Dental;

- Opt out of Extended Health Care and take Dental coverage;
 - Or opt out of Dental coverage and take Extended Health Care coverage.
- ii) If the employee does not have Extended Health and Dental coverage through another benefits plan they shall opt out of both Extended Health Care coverage and Dental coverage.
- (e) The enrollment form for all of the above must be completed and returned to the Employer within thirty (30) calendar days of reaching the end of the three (3) month eligibility period. Failing to enroll, the employee will be registered in the basic level of the benefit plan in place at the time.

39.02 Coverage

Employees will be eligible for the Group Benefits provided by the contract of insurance between the Employer and Sun Life Assurance Company of Canada, a member of the Sun Life Financial group of companies. Each eligible employee shall be provided with the Sun Life Financial booklet describing the limit and extent of coverage, and similar matters.

All employees have confidential access to an employee Assistance Program which is 100% funded by the Employer.

39.03 Plan Information

The implementation and operation of the Group Benefits shall, at all times, be subject to and governed by the terms and conditions of the policies or contracts entered into with the benefits carriers.

39.04 Premiums

- (a) The Employer will pay 100% of the premium cost of the BC Medical Services Plan.
- (b) Prior to January 1, 2011, the current benefit plan (the Flex Plan) will remain in place and the current cost sharing will continue. The cost of the core level of the Core Plus Plan will be shared 75% by the Employer and 25% by the employee.

The employee will pay all of the additional costs related to Option I and Option II of the Core Plus Plan.

- (c) All benefits are subject to the terms of the carrier's policy. The Employer reserves the right to change the carrier at its discretion provided that the benefit coverage, terms and conditions are substantially similar to those currently in place.
- (d) The obligation and liability of the Employer regarding the Group Benefit Plan are limited to the payment of its portion of the premiums only. That is, the Employer does not provide the benefits itself. Any disputes (e.g. about coverage) are matters between the employee and the benefits carrier.

39.05 Payment of Premiums

If an employee is on a leave of absence, including Short Term Disability and WCB, and wishes to continue in the Benefit Plan, the employee shall make arrangements in writing with the Employer's Benefit Department to pay their share of the premiums.

An employee who has maintained their benefit coverage while on STD and goes to Long Term Disability, will continue to receive the same benefits without paying the premium costs for up to two (2) years. Should the employee continue to be covered on LTD after two (2) years, the employee shall pay all premiums for Extended Health, Dental and BC MSP directly to the carriers. Life Insurance benefits will continue without cost to the employee.

39.06 Upon return to work following recovery, an employee who was on an LTD claim of less than twenty-four (24) months shall continue in their former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising their seniority rights if necessary.

39.07 With the exception of the Employee Assistance Program, Article 39 does not apply to casual employees.

ARTICLE 40 - PENSION

40.01 When enrollment and other legal requirements have been met, the Employer shall take steps to contract for and implement a Defined Contribution Pension Plan.

40.02 The Pension Plan shall be open to all regular full-time and part-time employees, subject to enrollment requirements.

40.03 Regular employees are eligible to contribute to the Employer's defined Contribution Pension Plan as follows:

- (a) the first (1st) year of employment is a waiting period and no contributions may be made during this period.
- (b) during the second (2nd) and subsequent years of employment, an employee may choose to direct 2%, 3% or 4% of regular earnings towards the pension plan and the Employer will make a matching contribution.
- (c) employees can change their selected rate of contribution once in any calendar year.

40.04 The Pension Plan is voluntary for employees in a 0.4 to 0.69 FTE position. The Pension Plan is mandatory for all employees in a 0.7 FTE, or higher, position. Enrollment forms must be submitted, in writing, on or before the employee's eligibility date. Failing to submit the enrollment form, the employee shall be registered at the 2% contribution level in the entry level investment fund in place at the time. The Employer will match the employee's contribution.

40.05 The implementation and operation of the Pension Plan, referred to above, shall at all times be subject to and governed by the terms and conditions outlined in the pension plan information brochures and the terms and conditions of the policies or contracts entered into with the pension carrier.

40.06 The Employer shall make available copies of information brochures to all employees participating in this plan and the Union.

40.07 This Article does not apply to Casual Employees.

ARTICLE 41 - PAY DAYS

41.01 Employees shall be paid on a bi-weekly basis by direct deposit, subject to the following provisions:

- (a) Shall include the Company Name.
- (b) The statements given to employees upon deposit of their pay shall itemize all earnings paid for the pay period, including hours worked and the hourly rate as well as statutory holidays, overtime, vacation and other paid time paid, the cumulative amount of sick and vacation leave credits earned, and an itemization of all deductions.
- (c) When a pay day falls on a non-banking day, the pay shall be deposited prior to the established pay day.

41.02

(a) Overpayment

Should the Employer issue an employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the employee's gross earnings per pay period.

(b) Under-Payment

An employee who believes the Employer has erred in their pay cheque should contact the Site manager, or their designate, as soon as possible. On the next business day after being contacted, the Site Manager, or their designate, will inform the employee of whether a correction will be made. Within forty-eight (48) working hours from the Site Manager, or their

designate, agreeing there has been an error and where the error is at least ten percent (10%) of the money earned on the incorrect pay cheque, the employee will be issued a direct deposit covering the mistake. This direct deposit will cover the amount owed, however; normal deductions will be made from the employee's next payroll cheque. If the amount owed the employee is less than ten percent (10%) of the pay cheque in question, the amount will be made up on the employee's next pay cheque.

ARTICLE 42 - CONTRACTING OUT

42.01 Where the Employer intends to expand contracting out beyond the status quo at June 8, 2007, the following shall apply:

- (a) The Employer shall provide the Union with a minimum of six (6) months written notice of the intention to contract out work that would result in the layoff of staff. The notice shall include specifics with respect to the classifications affected and the employees to be initially displaced.
- (b) It is understood that work may be contracted out in emergency situations or where specialized equipment or skills are required (not included in bargaining unit postings).
- (c) The parties agree to meet as soon as possible after notice is served pursuant to (a) to discuss pertinent information regarding the work to be contracted in order to see if adjustments can be made between the parties to retain such work in the bargaining unit.

Any employees who are laid off as a direct or indirect result of contracting out shall be paid two (2) weeks' pay per year of service to a maximum of sixteen (16) weeks. Employees working less than full-time shall be paid such severance in a proportionate basis.

ARTICLE 43 - EFFECTIVE AND TERMINATING DATES

43.01 Effective and Terminating Dates

- (a) The Collective Agreement shall be effective the date of

ratification and shall remain in force and be binding upon the parties until March 31, 2025 and thereafter until a new Collective Agreement has been reached.

- (b) The Employer agrees that the terms and conditions set out in the Collective Agreement between the Union and the Employer shall remain in force and effect until a new Collective Agreement comes into effect.

43.02 Effective Date of Wages and Benefits

All non-compensatory provisions, wages and benefits shall be effective from Date of Certification unless otherwise specified in this Collective Agreement.

43.03 It is agreed that the operation of Subsection 2 and 3 of Section 50 of the *Labour Code of British Columbia* is excluded from this Collective Agreement.

ARTICLE 44 - SAVINGS CLAUSE

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 10 of the Collective Agreement.

ARTICLE 45 - CASUAL ENTITLEMENT AND CALL-IN PROCEDURE

45.01 The Employer may call in casual employees to perform work for the following reasons:

- (a) Relief work in vacancies created by the absence of a regular full-time or regular part-time employee.
- (b) Emergency relief.
- (c) Unanticipated or irregular relief work.

45.02 Where the Employer is aware that the position that is being filled by a casual employee will be in excess of sixty (60) days, the position shall be posted and filled pursuant to Article 15.

45.03 Part-time employees may also register for casual work provided there are no overtime costs.

45.04 Employees called in as casuals will be called in to work in order of seniority provided that they are capable of performing the work being assigned in the job classification for which they are registered.

45.05 Call-In Procedure

The parties agree to the following guidelines at all facilities with regards to the above noted Article:

- 1) Employees shall provide current contact information to be reached by the Employer.
- 2) **Automated Shift Callout (ASC) During Normal Business Hours**
(06:00 to 22:00 – 7 days a week)
 - a) Where a vacancy is to occur within eight (8) hours of shift(s), the Employer will notify eligible employees of the available shift(s) of work being offered using the contact information provided, employees will have fifteen (15) minutes to respond. After fifteen (15) minutes, the Employer will award the available shift(s) of work to the most eligible employee who responded.
 - b) Where a vacancy is to occur after eight (8) to twenty-four (24) hours of the shift(s), the Employer will notify all eligible employees of the available shift(s) of work being offered using the contact information provided, employees will

have thirty (30) minutes to respond. After thirty (30) minutes, the Employer will award the available shift(s) of work to the most eligible employee who responded.

c) Where a vacancy is to occur after twenty-four (24) to forty-eight (48) hours of the shift(s), the Employer will notify all eligible employees of the available shift(s) of work being offered using the contact information provided, employees will have (1) hour to respond. After one (1) hour, the Employer will award the available shift(s) of work to the most eligible employee who responded.

d) Where a vacancy is to occur after forty-eight (48) to seventy-two (72) hours of the shift(s), the Employer will notify all eligible employees of the available shift(s) of work being offered using the contact information provided, employees will have two (2) hours to respond. After two (2) hours, the Employer will award the available shift(s) of work to the most eligible employee who responded.

e) Where a vacancy is to occur after seventy-two (72) hours of the shift(s), the Employer will notify all eligible employees of the available shift(s) of work being offered using the contact information provided, employees will have twenty-four (24) hours to respond. After twenty-four (24) hours, the Employer will award the available shift(s) of work to the most eligible employee who responded.

3) No Automated Shift Callout (ASC) Available

When ASC is not available and manual call out is required:

a) where a vacancy is to occur within twenty-four (24) hours of the shift(s), the Employer will call or text the individual employees in seniority order using the contact information provided. Where possible, the Employer will leave a message on the employee's phone. The employee will have two (2) minutes to return the call and accept the available shift(s) being offered. If the employee does not answer the call or text to accept the available shift(s) being offered, the next senior available employee will be contacted.

- b) Where a vacancy is to occur after twenty-four (24) up to forty-eight (48) hours, the Employer will call or text the individual employees in seniority order using the contact information provided. Where possible, the Employer will leave a message on the employee's phone. The employee will have five (5) minutes to return the call and accept the available shift(s) being offered. If the employee does not answer the call and accept the available shift(s) being offered, the next senior available employee will be contacted.
- c) Where a vacancy is to occur after forty-eight (48) hours, the Employer will call or text the individual employees in seniority order using the contact information provided. Where possible, the Employer will leave a message on the employee's phone. The employee will have fifteen (15) minutes to return the call and accept the available shift(s) being offered. If the employee does not answer the call or text to accept the available shift(s) being offered, the next senior available employee will be contacted.

4) Provisions Applicable to Automated (ASC) or Manual Call Out

- a) In (2) and (3) above, notification eligibility will be based on the employees registered in the classification, each employee's submitted availability calendar and the care home's seniority list.
- b) In 3(a) above, if the vacant shift will start within fifteen (15) minutes of the call, or has already started, calls or text will be made as per seniority on the availability list, with no wait in between, and the first employee who responds will be assigned the work.
- c) In (2) and (3) above, if an employee misses the call from the Employer but later contacts the Employer, they will be entitled to work the vacant shift should that shift remain open.
- d) Once an employee has accepted an offer of call-in to work the shift(s), the employee shall have the obligation to work the shift(s) at the care home.

- e) In all of the above, the Employer will ensure that employees on the availability list who are at work during the call-in will be contacted.
- f) For the purposes of this clause, contact information may include the employee's personal cell phone number, home telephone number, and personal and/or GSS email address.

45.06

- (a) Employee's registered for the casual list will provide the Employer, in writing, with their monthly availability calendar. Calendars may be provided for more than one month at any time but must be provided no less than 14 days prior to the start of the month. If an availability calendar is not provided, the employee will not be called ahead of an employee who has provided a current calendar.
- (b) Should an employee provide their monthly availability calendar more than 14 days prior to the start of the month, any changes to their stated availability must be communicated to the Employer in writing with as much notice as possible.
- (c) This article applies to part-time employees who are registered for additional hours of work as per clause 17.09.
- (d) The Employer will endeavor to block book casuals for pre-scheduled vacations (per clause 28.03) for regular employees.
- (e) Casual employees who do not work for a period of six consecutive months may have their employment terminated, unless they can provide bona fide reason(s) why they could not work.

45.07 For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of the next.

45.08 Seniority List – A master casual employee seniority list shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year (the "adjustment" dates). The

seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.

For the purposes of call-in to do casual work, seniority hours are reconciled at each adjustment date.

Within two (2) weeks of each adjustment date the employer shall send to the Union designate a revised copy of the casual seniority lists.

45.09 Call-in Procedure

All calls and texts shall be recorded in a log book (written or electronic) maintained for the purpose which shall show the name of the employee called, the time of vacancy, 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, and the signature of the person who made the call.

In the event of a dispute the Union shall have reasonable access to these records and be entitled to make a photocopy of it at a mutually agreeable time.

45.10 Regular employees may transfer to casual status provided that the Employer requires additional casual employees.

45.11 The parties agree that all terms of the Collective Agreement will apply to casual employees except where modified by specific provisions.

45.12 Casual employees shall receive 10.8% of their straight-time pay in lieu of scheduled vacations and statutory holidays.

Effective the date of exchange of written notice of ratification, the casual employee pay for vacations and statutory holidays will increase from ten-point-eight percent (10.8%) to eleven-point-two

percent (11.2%).

45.13 A casual employee filling the same temporary position will be eligible to participate in group medical, dental and extended health, after six consecutive months in the same position.

ARTICLE 46 - CRIMINAL RECORDS CHECK

The Employer shall pay for the 5 year renewal only and will pay for any additional documentation required by the Employer if it is lost after submitted by the employee.

ARTICLE 47 - INDEMNITY

Except where there has been negligence on the part of an employee, the Employer will:

- Exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
- Assume all costs, legal fees and other expenses arising from such action.

ARTICLE 48 - JOB SHARE

48.01 Definition

Job sharing shall be defined as the voluntary sharing of a regular position at 0.68 FTE or above, by two (2) employees, one (1) of whom is the permanent incumbent of the position. Scheduling provisions shall continue to apply to the rotation as if the job share was a regular (0.68 FTE or above) position. Both employees of a job share must work the same shift option.

48.02 A job share arrangement shall only be initiated upon the request of a non-probationary regular employee as defined in clause 48.01 submitted through their immediate supervisor.

48.03 A request for job share is subject to the approval of the

Employer.

48.04 An approved job share shall be posted per Article 15 (Job Postings).

48.05 An approved job share shall be for a maximum of one year and a minimum of six months.

48.06 An existing job share may be renewed for periods not exceeding (1) year upon the request of the permanent incumbent and with the Employer's approval. Requests for renewal shall be provided to the Employer by the permanent incumbent no later than sixty (60) days prior to the expiry of the job share arrangement.

48.07 If not renewed, any job share arrangement shall be considered as expired on the end date of the original request.

48.08 The permanent incumbent or the Employer may terminate the job share arrangement on sixty (60) days written notice to the Employer or the permanent incumbent (whichever is applicable), the Union and the other employee participating in the job share. By mutual agreement of the Employer and the Union, the sixty (60) day notice may be shortened.

48.09 On termination of the job share arrangement, the permanent incumbent shall revert to the regular hours of their position. The employee working the temporary portion of the job share shall revert to their former position if it is still available or to casual employee status.

48.10 In the event of layoff or displacement the permanent incumbent will be laid off or displaced as a regular employee. The employee working the temporary portion of the job share will revert to their former position if it is still available or to casual employee status.

ARTICLE 49 - VOLUNTEERS & STUDENTS

Both parties recognize the value and contributions of volunteers and students and the desirability of their participation in appropriate activities.

Volunteers and students will be supernumerary to established positions in the bargaining unit.

The use of volunteers and students in Care Homes will not result in the lay-off of employees in the bargaining unit; nor will volunteers and students be used to fill established positions within the bargaining unit.

WAGE SCHEDULE

A. Main Wage Scale:

Job Classification	Step	Current Wage
Clerk III	1	\$20.25
	2	\$20.86
Unit Clerk	1	\$22.57
	2	\$23.32
Facility Admin Assistant	1	\$22.57
	2	\$22.32
Scheduling Clerk	1	\$22.57
	2	\$23.32
Food Service Worker	1	\$17.26
	2	\$17.75
Hospitality Aide	1	\$17.26
	2	\$17.75
Cook I	1	\$18.86
	2	\$19.63
Cook II	1	\$21.12
	2	\$22.01
Housekeeping Aide	1	\$17.26
	2	\$17.75
Maintenance Worker/Custodian	1	\$19.03
	2	\$20.70
Maintenance Worker	1	\$22.85
	2	\$24.96
Volunteer & Program Advisor	1	\$22.35
	2	\$23.93

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Job Classification	Step	Current Wage
Health Care Aide	1	\$21.29
	2	\$23.11
Recreation Aide	1	\$21.29
	2	\$23.11
Licensed Practical Nurse	1	\$28.22
	2	\$29.14
	3	\$29.38
<u>Laundry Aide</u> (Delta View Care Centre Only)		<u>\$17.75</u>

B. Associate Care Coordinator Wage Scale (Applies only to Heron Grove):

Job Classification	Step	Current Wage
Associate Care Coordinator (only Heron Grove)	1	\$35.32
	2	\$36.67
	3	\$38.00
	4	\$39.32
	5	\$40.67
	6	\$41.96
	7	\$43.23
	8	\$44.39
	9	\$45.84

MEMORANDUM OF AGREEMENT #1

BETWEEN

**GOOD SAMARITAN CANADA
("The Employer")**

AND

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

Re: "Grandfathered" Sick Bank Hours

The Parties agree to the continuation of the "grandfathered" sick bank hours in place in 2006 when the Flex Benefit Plan was introduced for the following employees:

- Donna-Jean Crystal McNeil
- David Methven
- Jolanta Strzeciwick

MEMORANDUM OF AGREEMENT #2

BETWEEN

**GOOD SAMARITAN CANADA
("The Employer")**

AND

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

Re: LPN Professional Responsibility

LPN concerns relative to nursing practice and safety of residents will be addressed as follows:

- (a) The LPN with a concern will discuss the matter with the Site Manager with the objective of resolving the concern. The LPN may choose to be accompanied by a shop steward.
- (b) If the matter is not resolved to their satisfaction, the LPN will complete a written statement within seven (7) calendar days of their discussion with their Manager. A copy of this report will be provided to the Employer and to the Union.
- (c) The Union/Management Committee shall meet within fourteen (14) days of the LPNs written statement being received by the Employer to discuss the specific concerns raised. This fourteen (14) days may be extended by mutual agreement, in writing.
- (d) Matters raised by the LPN that are not resolved, and meet the definition of grievance (see Article 8.04), may be referred to the 3rd step of the grievance procedure within fourteen (14) calendar days of the Union/Management meeting.
- (e) Matters raised by the LPN that do not meet the definition of a grievance will be responded to by the Regional Manager, or their designate, within fourteen (14) calendar days of the Employer receiving the Union's response in (d).

In making the written statement as per (b) above, the LPN may use whatever form they choose.

MEMORANDUM OF AGREEMENT #3

BETWEEN

**GOOD SAMARITAN CANADA
("The Employer")**

AND

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

Re: Contracting Out

The Employer agrees not to contract out bargaining unit work to any outside agency which would result in the laying off of employees in the bargaining unit.

If the Employer does intend to contract out work at the expiry of the Collective Agreement, the Employer shall notify the Union in writing at least ninety (90) days before the expiry of the Collective Agreement and will discuss in good faith any alternatives proposed by the Union. It is understood that the ninety (90) days referred to above is included in the notice period at clause 42.01 (a).

This Memorandum of Agreement will expire on March 31, 2025.

MEMORANDUMS OF AGREEMENT #4

BETWEEN

**GOOD SAMARITAN CANADA
("The Employer")**

AND

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

Re: Float Positions

The Employer may elect to utilize float position(s) at any Worksite pursuant to this Memorandum.

A float position will be posted in accordance with Article 15 of the collective agreement between the Union and the Employer (the "Collective Agreement") with the exception of current shift rotation, including start and stop times. The work area will read "various work areas." The posting will include designated days off.

The float position is intended to be first used to provide coverage for relief of other employees at a given Worksite up to the posted FTE and will be used prior to the application of the call-in provisions of the Collective Agreement.

An employee awarded a float position shall be obligated to honour their schedule notwithstanding approved leave of absence (paid or unpaid, as the case might be).

A float position may be posted as either a permanent or temporary position.

A float position is not subject to clause 17.04(a) of the Collective Agreement.

The employee awarded a float position shall be entitled to all other provisions of the Collective Agreement.

MEMORANDUM OF AGREEMENT #5

BETWEEN

GOOD SAMARITAN CANADA
("The Employer")

AND

HOSPITAL EMPLOYEES' UNION
("The Union")

Re: Wages

WHEREAS the Government of British Columbia (the "Government") directed operations subject to the Facility Staff Assignment Order of April 15, 2020 (the "Single Site Order") to pay wage rates as set out in the Single Site Transition Framework (SSTF), which direction is commonly referred to as "wage leveling".

AND WHEREAS the Employer was subject to the Single Site Order and the wage leveling provision of the SSTF;

AND WHEREAS the Government continues with wage leveling and the Employer continues to pay wage leveling wage rates;

AND WHEREAS the wage leveling wage rates are greater than the basic rates of pay set out in the Collective Agreement between the Union and the Employer (the "Collective Agreement");

NOW THEREFORE, in the event the Government terminates wage leveling prior to the expiry of the Collective Agreement, the Parties agree as follows:

- (a) The Union and the Employer will implement (adopt) the wage leveling wage rates in use for job classifications under the Collective Agreement on the date that wage leveling ceases.**
- (b) In applying the foregoing, at no time will any basic rate(s) of pay exceed the applicable wage leveling wage rates.**

MEMORANDUM OF AGREEMENT #6

BETWEEN

GOOD SAMARITAN CANADA
("The Employer")

AND

HOSPITAL EMPLOYEES' UNION
("The Union")

Re: Banked Overtime and Statutory Holidays

WHEREAS employees have been allowed to accumulate banked overtime and Statutory Holiday banks;

AND WHEREAS there is an increasing liability for the Employer;

AND WHEREAS the Collective Agreement does not contemplate ongoing and increasing banks;

THEREFORE be it resolved that the Employer and employees will comply with the provisions of Article 22 – Overtime, clause 22.04 and Article 27 – Statutory Holidays, clause 27.08; and;

Be it further resolved that employee overtime and statutory holiday banks as of March 31, 2024 shall be used in one of the following manners.

(a) Within thirty days of the date of exchange of written notice of ratification of the Collective Agreement between the Union and the Employer, the Employer will confirm each employee's overtime and statutory holiday banks (the "outstanding banks").

(b) Employees must utilize 20% of their outstanding banks per

**Good Samaritan Canada (A Lutheran Social Service Organization)
/ Hospital Employees' Union – April 1, 2020 - March 31, 2025**

calendar year. If 20% of an outstanding bank is not utilized by December 31st in a calendar year, the amount of outstanding bank required to be used shall be paid out to reach the equivalent of 20% usage.

- (c) All employee outstanding banks shall be used to completion over a period of five (5) years.
- (d) Employees may transfer the full value of one or more of their outstanding banks into the current Defined Contribution Pension Plan with assistance from the Employer.
- (e) Employees may transfer the full value of one or more of their outstanding banks into a personal Registered Retirement Savings Plan through Sun Life Financial with the assistance of the Employer.

This Memorandum of Agreement shall continue until March 31, 2029 unless mutually agreed otherwise by the Parties.

MEMORANDUM OF AGREEMENT #7

BETWEEN

**GOOD SAMARITAN CANADA
("The Employer")**

AND

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

Re: Group Benefit Plan Investment

The Union and the Employer agree to the following provisions for the group benefits plan (the "Plan") provisions as set out at Article 39 of the Collective Agreement between the parties.

1. The Employer agrees to invest into the Plan an amount of up to one-hundred-and-fifty-thousand dollars (\$150,000) (the "Investment") during the term of the Collective Agreement expiring March 31, 2025.
2. Within ninety days of the date of exchange of written notice of ratification, the Union and the Employer will meet to discuss the allocation of the Investment. Following discussions with the Union, the Employer will then finalize the allocation of the investment.
3. This Memorandum will remain in effect until the allocation of the Investment is concluded.

MEMORANDUM OF AGREEMENT #8

BETWEEN

**GOOD SAMARITAN CANADA
("The Employer")**

AND

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

Re: COVID-19 Lump Sum

Whereas the Employer wishes to recognize the care and services provided by employees during the COVID-19 pandemic, the following lump sum will be paid in accordance with the following terms:

1. On the first pay period after (DATE of exchange of written notice of ratification), employees on staff with the Employer for the period January 1, 2021 to December 31, 2021 shall be paid a one-time lump sum of zero-point-five (0.5%) of the employee's basic rate of pay for all hours actually worked between January 1, 2021 and December 31, 2021.
2. For the purposes of this one-time lump sum payment, "hours actually worked" includes:
 - i) Hours while on active duty with the Employer;
 - ii) Paid leaves including vacation, sick leave, statutory holidays (stat-in-lieu), use of banked time (e.g. overtime), bereavement leave, and other Employer-paid leaves paid at the basic rate of pay; and
 - iii) Leaves of absence for Union business, To a maximum of 2,015 hours.
3. This Memorandum shall expire on the payment of the lump sum.

MEMORANDUM OF AGREEMENT #9

BETWEEN

**GOOD SAMARITAN CANADA
("The Employer")**

AND

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

**Re: HEU/GSC Collective Agreement – Clause 22.03 -
Overtime on a Statutory Holiday**

This agreement between the parties represents the interpretation
of clause 22.03 of the HEU/GSC Collective Agreement:

1. For clause 22.03, overtime worked by an employee on a
statutory holiday would be paid as follows.
 - Overtime hours payable at time-and-one-half (1.5x).
 - Basic Rate of Pay + 0.5 statutory holiday premium + 0.5
overtime rate = 2x.
 - Overtime hours payable at double-time (2x).
 - Basic Rate of Pay + 0.5 statutory holiday premium + 1
overtime rate = 2.5x.
2. To illustrate administration of the foregoing interpretation,
consider the following examples.
 - a) Employee scheduled to work a 7.75 hour shift on a
statutory holiday also works 2 hours of overtime on the
statutory holiday:
 - Seven-point-seven-five (7.75) hours paid at 1.5x the
basic rate of pay which includes the statutory holiday
premium.

- Two (2) hours paid at 2x the basic rate of pay which includes the statutory holiday premium and overtime per clause 22.03.
 - b) Employee works 7.75 hours of overtime on a statutory holiday:
 - Three (3) hours paid at 2x the basic rate of pay which includes the statutory holiday premium and overtime per clause 22.03.
 - Four-point-seven-five (4.75) hours paid at 2.5x the basic rate of pay which includes the statutory holiday premium and overtime per clause 22.03.
 - c) Employee scheduled to work an extended shift on a statutory holiday also works 4 hours of overtime on the statutory holiday:
 - Eleven (11) hours and seven (7) minutes paid at 1.5x the basic rate of pay which includes the statutory holiday premium.
 - Three (3) hours paid at 2x the basic rate of pay which includes the statutory holiday premium and overtime per clause 22.03.
 - One (1) hour paid at 2.5x the basic rate of pay which includes the statutory holiday premium and overtime per clause 22.03.
3. In the case of a full-time employee working on a statutory holiday that is a “scheduled day of rest”, overtime arises not because of overtime hours worked beyond the normal daily full-time hours, but because the full-time employee simply worked on their scheduled day of rest.

INFORMATION BULLETIN #1

Re: Compassionate Care Leave Information

The *Employment Standards Act of BC* requires Employers to allow employees to take unpaid compassionate care leave to provide care and support to a family member in situations where the family member is gravely ill with a significant risk of death within 26 weeks.

Subject to the regulations, all employees are entitled to take this unpaid leave. An employee does not have to work for a specified period to qualify for it. For entitlement under this benefit, please access www.labour.gov.bc.ca.

In addition the *Employment Insurance Act* outlines entitlements to EI benefits during compassionate care leave. For information regarding this benefit access www.servicecanada.gc.ca.

INFORMATION BULLETIN #2

Re: Employee Benefits

This communication is for informational purposes only. It is not attached to and does not form part of the Collective Agreement. An employee's eligibility for benefits and the Employer and the employee's obligations with regard to their portions of the premiums are set out in Article 39 of the Collective Agreement.

When becoming benefit eligible, an employee will be sent/given a benefits enrollment package. When new benefit package(s) are created, benefit eligible employees will be sent/given a new package.

All information set out below is subject to the details set out in the benefit plan(s) contract(s).

As of the time of providing this Information Bulletin, the following is available:

CORE PLAN

Extended Health Care

- (a) Prescription Drugs: 70% coinsurance with mandatory generic substitution with a \$5 per prescription deductible and \$7 dispensing fee cap. Effective November 1, 2014, Extended Health Care will utilize BC Provincial Drug Formulary, based on BC PharmaCare benefits. Dispensing fee rates will be as per PharmaCare policy.
- (b) Ambulance Coverage: 100% coinsurance in BC and
- (c) Out-of-Canada: Emergency Coverage for up to 60 days from the date an insured person leaves their province of residence, subject to a lifetime maximum of \$1,000,000 per insured person.

Dental

Preventative Services: 70% coinsurance. Maximum of \$1,500/benefit year/insured person for Basic and Preventative Services combined.

Basic Services: 50% coinsurance for Periodontics and Endodontics; 70% coinsurance for Scaling. Maximum of \$1,500/benefit year/insured person for Basic and Preventative Services combined.

Basic Life Insurance

Life insurance benefit at one times (1x) annual basic earnings to a maximum of \$500,000.

STD

After a waiting period of 7 consecutive scheduled full shifts, 55% of weekly basic earnings (taxable and coordinated with WCB and other insurance/offsetting income) to a maximum of \$1,500 per week for up to 17 weeks maximum.

LTD

After a 17 week waiting period or the last day that STD/STD-type benefits are payable under another plan, whichever is later, 50% of monthly basic earnings (taxable and coordinated with WCB, CPP and other insurance/offsetting income) to a maximum of \$6,000 per month. Based on own occupation definition of disability for the first 24 months followed by any occupation definition of disability thereafter.

Health Spending Account

Health Spending Accounts are subject to the rules based on the *Income Tax Act* as governed by the Canada Revenue Agency. The Health Spending Account is offered on a credit carry-forward basis (as prescribed by the Canada Revenue Agency). Credits can only be used to provide reimbursement for eligible expenses that qualify as a medical expense under the *Income tax Act* as amended if they are not payable under any

other private or government plan.

For all regular full-time and part-time employees who are regularly scheduled to work fifteen-and-one-half (15.5) hours or more per week and have successfully completed three (3) consecutive calendar months of employment and remain in such a benefit eligible position:

- The month following the month the employee becomes benefit eligible.
- For each full month such employee is actively at work, account credits are allocated to the employee's account as follows:
 - (1) 1/12th of \$500 per month (i.e. \$41.67) if the employee is enrolled/registered in neither Dental nor EHC or
 - (2) 1/12th of \$175 per month (i.e. \$14.58) if the employee is enrolled/registered in Dental and/or EHC.

Any credits having been accumulated in one calendar year and remaining in a benefit eligible employee's account at the end of that calendar year can be carried forward into the next calendar year only to the extent permissible under the *Income Tax Act*.

Note

Basic earnings are based on an employee's basic hourly rate of pay.

INFORMATION BULLETIN #3

Re: Job Protected Leaves under the Employment Standards Act

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

- Leave respecting the disappearance of a child;
- Leave respecting the death of a child;
- Family responsibility leave;
- Critical illness leave;
- Compassion care leave;
- Leave respecting domestic or sexual violence;

Any of which shall be referred to as the Job Protected Leaves.

The Employer will administer the Job Protected Leaves in accordance with the *Employment Standards Act*, as it may be amended from time to time. Any employee who believes they are eligible for any of the Job Protected Leaves shall contact their Manager.

An employee who takes Job Protected Leave in accordance with the *Employment Standards Act*:

- Seniority will accrue pursuant to Article 33.03 Entitlements During Unpaid Leave.
- The Employer shall continue the employee's group benefit plan coverage provided the employee pays their share of the benefit plan premiums of the Group Benefit Plan.

INFORMATION BULLETIN #4

Re: Casual and Part-Time Sick Leave Coverage

Casual employees and part-time employees accruing less than the minimum number of days statutorily required will be provided with sick leave in accordance with the *Employment Standards Act and Regulation*. This benefit for Casual employees (and any topped up sick leave for part-time employees) does not accrue and will not be paid out or carried over from year to year.

Current *Employment Standards Act and Regulation* provide for five (5) paid sick days per year calculated on the average days pay for the last thirty (30) days worked.

Example: if you worked four (4) days in the last thirty (30) days and the total hours worked in those four (4) days was twenty (20) hours, your average days pay would be five hours per day (regardless of the shift length that you called in sick for).

$$\underline{20 \text{ hours} \div 4 \text{ days} = 5 \text{ hours pay per day}}$$

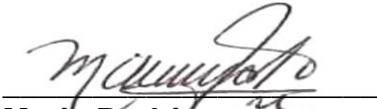
**SIGNED ON BEHALF OF
THE UNION:**



Bill Pegler
Coordinator of Private Sector
& Special Projects



Janine Brooker
Director of Private Sector
Bargaining



Maria Rodriguez
Negotiator

Bargaining committee member



Laura-Lee McNab
Christenson Village



Louise Bergeron
Christenson Village

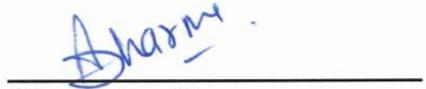


Ashlie Overall
Delta View Care Centre

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Norm Zimmer
Director of Human Resources



Akanksha Sharma
Manager, HR Business
Partners

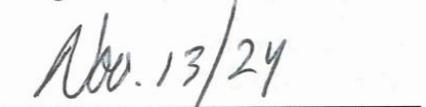


Kellie Stajer
Director of Clinical Services



Desiree Mowbray
Manager, Site and Clinical
Services

Dave Loken
Negotiator



Dated

Daljeet Dhillon

Daljeet Dhillon
Delta View Care Centre

Julie Heal

Julie Heal
Heron Grove

Norman Reifferscheid

Norman Reifferscheid
Hillside Village

Michelle Goodrick

Michelle Goodrick
Pioneer Lodge

C. Wolf

Claudia Wolf
Victoria Heights

Kimberley Cooper

Kimberley Cooper
Village by the Station

Suzanne Stanley

Suzanne Stanley
Village by the Station

May 21, 2024

Dated