

**COLLECTIVE AGREEMENT**

**BETWEEN**

**NANAIMO DISTRICT SENIOR CITIZENS  
HOUSING DEVELOPMENT SOCIETY  
KIWANIS HOUSE**

**AND**

**HOSPITAL EMPLOYEES' UNION**



**May 15, 2024 – March 31, 2027**

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<b>ARTICLE 1 - PURPOSE OF AGREEMENT.....</b>	<b>1</b>
1.01    VARIATIONS.....	1
1.02    USE OF FEMININE AND SINGULAR TERMS .....	1
<b>ARTICLE 2 - DEFINITIONS .....</b>	<b>1</b>
2.01    DEFINITION OF EMPLOYEE STATUS .....	1
2.02    COMMON-LAW SPOUSE .....	2
2.03    EMPLOYER .....	2
<b>ARTICLE 3 - GENERAL CONDITIONS .....</b>	<b>3</b>
3.01    EFFECTIVE AND TERMINATING DATES .....	3
3.02    FUTURE LEGISLATION .....	3
<b>ARTICLE 4 - NO DISCRIMINATION .....</b>	<b>3</b>
4.01    NO DISCRIMINATION.....	3
4.02    HARASSMENT .....	4
4.03    COMPLAINTS INVESTIGATION .....	4
<b>ARTICLE 5 - UNION RECOGNITION AND RIGHTS.....</b>	<b>4</b>
5.01    SOLE BARGAINING AGENCY .....	4
5.02    UNION SHOP .....	5
5.03    UNION CHECK-OFF .....	6
5.04    INDUCTION.....	6
5.05    SHOP STEWARDS .....	7
5.06    BADGES AND INSIGNIA.....	8
5.07    BULLETIN BOARDS .....	8
5.08    LEGAL PICKET LINES .....	8
5.09    UNION ADVISED OF CHANGES.....	8
5.10    NOTICE OF UNION REPRESENTATIVE VISITS.....	9
5.11    UNION/MANAGEMENT COMMITTEE .....	9
5.12    SHOP STEWARD REPRESENTATION .....	9
<b>ARTICLE 6 - MANAGEMENT RIGHTS.....</b>	<b>9</b>
6.01    MANAGEMENT RIGHTS.....	9
6.02    MEDICAL EXAMINATION, VACCINATION AND INOCULATION .....	10
<b>ARTICLE 7 - EMPLOYER PROPERTY.....</b>	<b>10</b>
7.01    RETURN OF EMPLOYER PROPERTY ON TERMINATION .....	10
7.02    EMPLOYER TO REPAIR OR INDEMNIFY .....	10
7.03    REIMBURSEMENT OF LEGAL FEES.....	10
7.04    EMPLOYER TO CONTINUE TO SUPPLY TOOLS .....	10
7.05    UNIFORMS .....	11
<b>ARTICLE 8 - UNION/MANAGEMENT COMMITTEE .....</b>	<b>11</b>
8.01    MANAGEMENT COMMITTEE .....	11

<b>Table of Contents</b>	<b>Page #</b>
8.02 UNION COMMITTEE .....	11
8.03 UNION/MANAGEMENT MEETINGS .....	11
8.04 COMMITTEE MEETINGS .....	12
<b>ARTICLE 9 - GRIEVANCE PROCEDURE .....</b>	<b>12</b>
9.01 UNION REPRESENTATION .....	12
9.02 GRIEVANCE INVESTIGATIONS.....	12
9.03 RIGHT TO GRIEVE DISCIPLINARY ACTION.....	13
9.04 GRIEVANCE PROCEDURE .....	14
9.05 POLICY GRIEVANCE .....	15
9.06 DISMISSAL/SUSPENSION FOR ALLEGED CAUSE.....	16
9.07 REINSTATEMENT OF EMPLOYEES.....	16
9.08 TECHNICAL OBJECTIONS TO GRIEVANCES.....	16
9.09 INDUSTRY TROUBLE-SHOOTER .....	16
<b>ARTICLE 10 - EXPEDITED ARBITRATION.....</b>	<b>17</b>
10.01 ROSTER .....	17
<b>ARTICLE 11 - ARBITRATION .....</b>	<b>20</b>
11.01 COMPOSITION OF BOARD.....	20
11.02 DISMISSAL/SUSPENSION .....	21
11.03 AUTHORITY OF ARBITRATOR .....	21
11.04 TIME LIMIT FOR DECISION OF ARBITRATOR.....	22
11.05 EMPLOYEE CALLED AS A WITNESS.....	22
11.06 EXPENSES OF ARBITRATION .....	22
11.07 REINSTATEMENT OF EMPLOYEES.....	22
11.08 ARBITRATION BOARD, EXPEDITED OR INDUSTRY TROUBLE-SHOOTER HEARINGS.....	22
<b>ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES .....</b>	<b>23</b>
12.01 EVALUATION REPORTS.....	23
12.02 PERSONNEL FILE.....	23
<b>ARTICLE 13 - PROBATIONARY PERIOD .....</b>	<b>24</b>
<b>ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE .....</b>	<b>24</b>
14.01 SELECTION CRITERIA .....	24
14.02 QUALIFYING PERIOD .....	25
14.03 TEMPORARY PROMOTION OR TRANSFER .....	25
14.04 RE-EMPLOYMENT AFTER RETIREMENT .....	26
14.05 RE-EMPLOYMENT AFTER VOLUNTARY TERMINATION OR DISMISSAL FOR CAUSE ....	26
14.06 SUPERVISORY OR MILITARY SERVICE.....	27
14.07 SENIORITY DATES .....	27
14.08 MORE FAVOURABLE RATE OR CONDITION.....	27
14.09 PART-TIME EMPLOYEES.....	27
<b>ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS.....</b>	<b>27</b>

<b>ARTICLE 16 - JOB POSTINGS AND APPLICATIONS .....</b>	<b>30</b>
16.01 JOB POSTINGS AND APPLICATIONS .....	30
16.02 CHANGE TO START AND STOP TIMES, DAYS OFF AND DEPARTMENT .....	31
16.03 SPECIAL PROJECT VACANCIES .....	31
16.04 APPLICATIONS FROM ABSENT EMPLOYEES .....	31
16.05 TEMPORARY APPOINTMENTS .....	32
16.06 NOTICE TO UNION .....	32
16.07 NOTICE OF SUCCESSFUL APPLICANT .....	32
16.08 GRIEVANCE INVESTIGATION .....	32
<b>ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES.....</b>	<b>32</b>
17.01 TECHNOLOGICAL CHANGE .....	32
17.02 DEFINITION OF DISPLACEMENT.....	34
17.03 BUMPING .....	34
17.04 NOTICE OF DISPLACEMENT .....	34
17.05 LAYOFF NOTICE.....	35
17.06 CONTRACTING OUT .....	35
<b>ARTICLE 18 - TERMINATION OF EMPLOYMENT .....</b>	<b>36</b>
18.01 EMPLOYER’S NOTICE OF TERMINATION.....	36
18.02 EMPLOYEE’S NOTICE OF TERMINATION .....	36
18.03 EMPLOYMENT ABANDONED .....	36
<b>ARTICLE 19 - SCHEDULING PROVISIONS .....</b>	<b>36</b>
19.01 SCHEDULING PROVISIONS .....	36
19.02 JOB FAIRS .....	38
19.03 UNUSUAL JOB REQUIREMENTS OF SHORT DURATION .....	39
<b>ARTICLE 20 - HOURS OF WORK .....</b>	<b>39</b>
20.01 CONTINUOUS OPERATION .....	39
20.02 HOURS OF WORK .....	39
20.03 REST AND MEAL PERIODS .....	40
20.04 SPLIT SHIFTS.....	41
20.05 DAYLIGHT SAVINGS TIME CHANGE.....	41
<b>ARTICLE 21 - OVERTIME .....</b>	<b>41</b>
21.09 ASSIGNMENT OF OVERTIME .....	43
<b>ARTICLE 22 - SHIFT AND WEEKEND PREMIUMS .....</b>	<b>43</b>
<b>ARTICLE 23 - CALL BACK.....</b>	<b>44</b>
<b>ARTICLE 24 - CALL-IN – STATUTORY REQUIREMENT.....</b>	<b>45</b>
<b>ARTICLE 25 - ON-CALL DIFFERENTIAL .....</b>	<b>45</b>
<b>ARTICLE 26 - TRANSPORTATION ALLOWANCE .....</b>	<b>45</b>

<b>ARTICLE 27 - STATUTORY HOLIDAYS .....</b>	<b>46</b>
27.01 STATUTORY HOLIDAYS .....	46
27.02 SUPER STATS .....	46
27.07 PART-TIME EMPLOYEES .....	47
<b>ARTICLE 28 - VACATIONS .....</b>	<b>47</b>
28.01 VACATION ENTITLEMENT .....	47
28.02 VACATION PERIOD .....	48
28.03 SPLITTING OF VACATION PERIODS .....	49
28.04 VACATIONS NON-ACCUMULATIVE .....	50
28.05 VACATION ENTITLEMENT UPON DISMISSAL .....	50
28.06 REINSTATEMENT OF VACATION DAYS - SICK LEAVE .....	50
28.08 PART-TIME EMPLOYEES .....	50
<b>ARTICLE 29 - BEREAVEMENT LEAVE .....</b>	<b>51</b>
29.02 CEREMONIAL, CULTURAL, SPIRITUAL AND COMPASSIONATE LEAVE FOR INDIGENOUS EMPLOYEES .....	51
<b>ARTICLE 30 - SICK LEAVE .....</b>	<b>53</b>
30.04 LEAVE - WORKERS' COMPENSATION .....	54
30.11 OTHER CLAIMS .....	57
30.12 PART-TIME EMPLOYEES .....	57
<b>ARTICLE 31 - EDUCATION LEAVE .....</b>	<b>57</b>
31.01 EMPLOYER REQUESTED LEAVE .....	57
31.02 IN-SERVICE EDUCATION .....	58
31.03 EMPLOYEE REQUESTED LONG TERM LEAVE .....	58
31.04 PAID EDUCATION LEAVE .....	58
<b>ARTICLE 32 - JURY DUTY .....</b>	<b>59</b>
32.01 COMPASSIONATE CARE LEAVE .....	59
32.02 DOMESTIC AND SEXUAL VIOLENCE LEAVE .....	59
32.04 CRITICAL ILLNESS OR INJURY LEAVE .....	60
32.05 CANADIAN ARMED FORCES RESERVIST LEAVE .....	60
32.06 LEAVE RESPECTING DISAPPEARANCE OF A CHILD .....	60
32.07 LEAVE RESPECTING THE DEATH OF A CHILD .....	61
<b>ARTICLE 33 - LEAVE – UNPAID .....</b>	<b>61</b>
33.01 UNPAID LEAVE .....	61
33.02 UNPAID LEAVE - AFTER THREE YEARS .....	61
33.03 UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS .....	62
33.04 UNPAID LEAVE - UNION BUSINESS .....	62
33.05 UNPAID LEAVE - PUBLIC OFFICE .....	63
<b>ARTICLE 34 - MATERNITY, PARENTAL, AND ADOPTION LEAVE .....</b>	<b>64</b>

<b>Table of Contents</b>	<b>Page #</b>
34.01 MATERNITY LEAVE.....	64
34.03 PARENTAL LEAVE.....	64
34.05 BENEFITS CONTINUATION .....	65
34.06 DEEMED RESIGNATION.....	66
34.07 ENTITLEMENTS UPON RETURN TO WORK.....	66
34.09 ADOPTION LEAVE .....	67
<b>ARTICLE 35 - OCCUPATIONAL HEALTH AND SAFETY .....</b>	<b>67</b>
35.01 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE.....	67
35.02 AGGRESSIVE PATIENTS/RESIDENTS .....	70
35.03 VIOLENCE PREVENTION PROGRAM.....	70
35.04 VACCINATION AND INOCULATION .....	71
35.05 COMMUNICABLE DISEASE .....	71
35.06 EQUIPMENT, ELECTRONIC DEVICES & NEW TECHNOLOGIES.....	72
35.07 TRANSPORTATION OF ACCIDENT VICTIMS.....	72
35.08 WORKING ALONE OR IN ISOLATION.....	72
35.09 EMPLOYEE WORKLOAD .....	73
35.10 PSYCHOLOGICAL HEALTH & SAFETY .....	73
35.11 BULLYING & HARASSMENT.....	73
<b>ARTICLE 36 - HEALTH &amp; WELFARE BENEFITS .....</b>	<b>74</b>
36.01 MEDICAL PLAN .....	74
36.02 DENTAL PLAN .....	74
36.03 EXTENDED HEALTH CARE PLAN .....	75
<b>ARTICLE 37 - LONG-TERM DISABILITY INSURANCE PLAN.....</b>	<b>75</b>
<b>ARTICLE 38 - GROUP LIFE INSURANCE.....</b>	<b>76</b>
<b>ARTICLE 39 - RRSP.....</b>	<b>76</b>
39.01 REGISTERED RETIREMENT SAVINGS PLAN .....	76
<b>ARTICLE 40 - EMPLOYMENT INSURANCE COVERAGE .....</b>	<b>77</b>
<b>ARTICLE 41 - VOLUNTEERS.....</b>	<b>77</b>
<b>ARTICLE 42 - PRINTING OF THE AGREEMENT .....</b>	<b>77</b>
<b>ARTICLE 43 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA.....</b>	<b>78</b>
43.03 WAGE SCHEDULE .....	78
43.04 PAY DAYS .....	78
<b>ADDENDUM #1.....</b>	<b>80</b>
WAGE SCHEDULE.....	80
<b>ADDENDUM #2.....</b>	<b>82</b>
CASUAL EMPLOYEES.....	82

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and employees and between the Union and the Employer, and to set forth certain terms and conditions of employment, including wages, hours of work, benefits and general working conditions effecting employees covered by the Agreement.

### **1.01 Variations**

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

### **1.02 Use of Feminine and Singular Terms**

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

## **ARTICLE 2 - DEFINITIONS**

### **2.01 Definition of Employee Status**

#### **(a) 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 and are entitled to all benefits outlined in this Collective Agreement.

#### **(b) 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 and are entitled to all benefits outlined in this Collective Agreement. Regular part-time employees shall receive the same perquisites, on a proportionate basis, as granted regular full-time employees.



**(c) Casual Employees**

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the "Addendum - Casual Employees".

**(d) Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

**2.02 Common-Law Spouse**

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

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

- Article 29 - Bereavement Leave
- Article 36.01 - Medical Plan
- Article 36.02 - Dental Plan
- Article 36.03 - Extended Health Care Plan

**2.03 Employer**

"Employer" means the corporation, society, person(s),

organization, facility, agency or centre as listed in the certification issued by the Labour Relations Board to the Union.

## **ARTICLE 3 - GENERAL CONDITIONS**

### **3.01 Effective and Terminating Dates**

The Collective Agreement shall be effective from Date of ratification, unless specifically stated otherwise, and shall remain in force and be binding upon the parties until March 31, 2027, and from year to year thereafter unless terminated by either party on written notice served during the month of December 2026.

### **3.02 Future Legislation**

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

- (a) The 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.
- (b) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 11 of the Collective Agreement.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 No Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

The Employer and the Union subscribe to the principles of the

*Human Rights Code of British Columbia* (RSBC 1996, Chapter 210).

#### **4.02 Harassment**

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

#### **4.03 Complaints Investigation**

An employee who complains of harassment under the provisions of the *Human Rights Code of British Columbia* may refer the complaint to either one or other of the following processes:

- (a) Where the complaint pertains to the conduct of an employee within the Union's bargaining unit it shall be referred to Joanna Gisslasson (Complaints Investigators); or
- (b) Where the complaint pertains to the conduct of a person not in the Union's bargaining unit it shall be referred to Lisa Hansen.

When a complaint is received under either (a) or (b) above (or substitutes as agreed to by the parties), the appropriate Complaint Investigator shall:

- i) investigate the complaint;
- ii) determine the nature of the complaint; and
- iii) make written recommendations to resolve the complaint.

### **ARTICLE 5 - UNION RECOGNITION AND RIGHTS**

#### **5.01 Sole Bargaining Agency**

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

With a filing cabinet with a lock for the sole use of the Union stored in a safe secure place.

The Union shall be permitted to use a designated meeting room onsite for meetings of the local provided notice is given to the Employer and subject to availability.

## **5.02 Union Shop**

All 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.

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

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

- Article 9.04 - Grievance Procedure
- Article 9.06 - Dismissal/Suspension for Alleged Cause
- Article 18.01 - Employer's Notice of Termination

### **5.03 Union Check-Off**

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

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

On a monthly basis, the Employer shall provide the Union's Provincial Office, in electronic spreadsheet format or equivalent, a list of all employees hired, and all employees who have left the employment of the Employer (who shall be designated as The terminated and shall include discharges, resignations, retirements and deaths) along with a list of all employees in the bargaining unit and their employee status (which shall include full-time, part-time, casual, LTD), their job title(s), their address and telephone number where known to the Employer the above noted information will be supplied to the Union in electronic format to [memberupdates@heu.org](mailto:memberupdates@heu.org), and the amount of dues or equivalent monies currently being deducted for each employee.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 5.02.

The Employer shall supply each employee, without charge, a receipt in a form acceptable to Canada Revenue Agency for income tax purposes which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be mailed or delivered to employees prior to March 1<sup>st</sup> of the year following each taxation year.

### **5.04 Induction**

The Secretary-Treasurer or the Senior Union Official shall be

advised of the date, time and place of Employer induction sessions for new employees in order that a Union-designated representative shall be given an opportunity to talk to the new employees. Prior to each session, the Employer shall advise the Secretary-Treasurer or the Senior Union Official of the names of the new employees hired.

Induction sessions for new employees shall be held at the Employer's place of business within the first thirty (30) calendar days of employment any day between Monday and Friday at a time designated by the Employer between the hours of 0900 and 1700.

There shall be no deduction of wages or fringe benefits because of time spent by the Union representative during these sessions.

New employees shall receive regular wages while attending at these sessions but regular wages shall be limited to and shall not include any overtime even in cases in which the session is scheduled outside of and in addition to the scheduled work of the employees.

### **5.05 Shop Stewards**

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

- (a) Shop Stewards may be appointed by the Union on the basis of two (2) Shop Stewards for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Shop Stewards to a maximum number of six (6) Shop Stewards.
- (b) The Employer is to be kept advised of all Shop Steward appointments.
- (c) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.

- (d) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.
- (e) When a Shop Steward or Union Committee member is the only employee on duty in a department and where their absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

### **5.06 Badges and Insignia**

Employees shall be permitted to wear Union pins or Shop Steward badges. Employees shall be permitted to wear pins and caps from recognized health care organizations.

### **5.07 Bulletin Boards**

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

### **5.08 Legal Picket Lines**

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

### **5.09 Union Advised of Changes**

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

### **5.10 Notice of Union Representative Visits**

The Union shall provide reasonable notice to the Employer when the Senior Union Official or their designated representative intends to visit the Employer's place of business for the purpose of conducting Union business.

If possible, the Union shall specify the anticipated duration of the visit.

### **5.11 Union/Management Committee**

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

### **5.12 Shop Steward Representation**

An employee who is called into a meeting that could reasonably result in a written warning or more serious discipline will be advised of the purpose of the meeting at least twenty-four (24) hours in advance and of their right to have a shop steward present.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

### **6.01 Management Rights**

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

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



## **6.02 Medical Examination, Vaccination and Inoculation**

Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. 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 (See also Article 35.04).

## **ARTICLE 7 - EMPLOYER PROPERTY**

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

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

### **7.02 Employer to Repair or Indemnify**

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

### **7.03 Reimbursement of Legal Fees**

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

### **7.04 Employer to Continue to Supply Tools**

If the Employers currently supply's tools to employees, it shall continue to supply tools to employees. The Employer shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer

with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

## **7.05 Uniforms**

### **(a) Uniforms**

The Employer shall supply uniforms for employees who are required to wear same.

### **(b) Joint Committee on Uniforms**

If the Employer plans to introduce a new rule or policy related to uniforms, they shall consult with the Union first.

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

### **8.01 Management Committee**

The Employer shall appoint and maintain a Committee to be called the "Management Committee", one member of which shall be designated as Chairperson. The Employer at all times shall keep the Union informed of the individual membership of the Committee.

### **8.02 Union Committee**

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

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

The Union Committee and the Senior Union Official of the Union, or their representative, shall, as occasion warrants, meet with the Management Committee for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned, including possible re-negotiations relative to this Agreement and

the Schedules which are a part hereof. However, except for renegotiations of Agreements, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.

Grievances of a general nature may be initiated by a member of the Union Committee in step two of the grievance procedure outlined in Article 9.04.

#### **8.04 Committee Meetings**

All meetings of the Union Management Committee and the Senior Union Official, or their representative, shall be under the chairpersonship of a member of the Union Management Committee. Meetings shall be held at the call of the Chairperson as promptly as possible on request in writing of either party.

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

### **ARTICLE 9 - GRIEVANCE PROCEDURE**

#### **9.01 Union Representation**

No Shop Steward, Union Committee member, or employee shall leave their work without obtaining the permission of their immediate supervisor. Employee, Shop Steward or Union Committee member discussions shall take place where patient/resident care is not affected.

#### **9.02 Grievance Investigations**

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of

pay for this purpose when the discussion takes place at the Employer's place of business.

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

### **9.03 Right to Grieve Disciplinary Action**

#### **(a) Disciplinary Action Grievable**

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

#### **(b) Employee Notified of File Documentation**

An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

Upon request of the employee, a letter of expectation shall be removed from the employee's file and destroyed twelve (12) months from the date of the letter.

The foregoing provision applies provided that the behaviour or conduct that resulted in the letter of expectation being issued has not reoccurred within the intervening period.

#### **(c) Removal of Disciplinary Documents**

- i) Any such document other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.
- ii) In cases where disciplinary documents relate to resident or patient abuse, the eighteen (18) month period may be

extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity leave.

**(d) Introduction of Evidence at Hearing**

The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

**9.04 Grievance Procedure**

**Preamble**

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

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

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

**Step One:**

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

**Step Two:**

The grievance shall be reduced to writing by:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (c) the grievance shall be signed by the employee and a Shop Steward or Union Committee member;
- (d) the supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (e) within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give their written reply. If the grievance is not settled at this step, then:

### **Step Three:**

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

### **9.05 Policy Grievance**

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article to this agreement, the dispute shall be discussed initially with the Employer, their designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further 28 calendar days may submit the dispute to arbitration as set out in Article 11 of this

agreement.

### **9.06 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.

### **9.07 Reinstatement of Employees**

If, prior to the constitution of an Arbitration Board pursuant to Article 11, it is found that an employee was disciplined or dismissed without just and reasonable cause, or laid-off contrary to the provisions of the Collective Agreement, that employee shall be reinstated by the Employer without loss of pay with all of their rights, benefits and privileges which they would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

### **9.08 Technical Objections to Grievances**

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

### **9.09 Industry Trouble-shooter**

#### **(a) Issues Referred to Trouble-shooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is

arbitrable, during the term of the Collective Agreement, such difference may be referred to an Industry Trouble-shooter.

**(b) Industry Trouble-shooter**

It is understood that the Industry Trouble-shooters named below (or substitutes agreed to by the parties) shall be appointed on a rotating basis commencing with the first Trouble-shooter named:

- Elaine Doyle
- Julie Nichols
- Chris Sullivan
- Corinn Bell

**(c) Roles/Responsibilities of Trouble-shooter**

At the request of either party, the Trouble-shooter shall:

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

**(d) Agreed to Statement of Facts**

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

## **ARTICLE 10 - EXPEDITED ARBITRATION**

### **10.01 Roster**

**(a) Expedited Arbitrations**

Issues for Expedited Arbitration all grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- i) Policy grievances;



- ii) Grievances requiring substantial interpretation of a provision of the collective agreement;
- iii) Grievances requiring presentation of extrinsic evidence.

By mutual agreement of the parties, a grievance falling into any of these categories may be resolved by expedited arbitration.

A designated representative of the Employer or Union may as soon as possible notify the other party in writing of its intention to remove a matter from expedited arbitration where the party determines that the dispute is not suitable for expedited arbitration.

If the parties are unable to agree on the suitability of a matter for expedited arbitration, suitability will be determined by the expedited arbitrator assigned to hear the grievance as soon as possible after the notification is provided and in advance of the scheduled hearing date. Submissions to the arbitrator will be limited to the suitability issue only in accordance with this Article 10.01(a).

The parties will work toward giving matters of an urgent nature priority. These include, but are not limited to, matters where an employee is at risk of experiencing loss of income.

**(b) Expedited Roster**

The following Expedited Arbitrators are appointed under the Collective Agreement:

It is understood that the Expedited Arbitrators named below (or substitutes agreed to by the parties) shall be appointed on a rotating basis commencing with the first Expedited Arbitrator named:

- Julie Nichols
- Elaine Doyle
- Chris Sullivan

- Corinn Bell
- Ken Saunders

**(c) Location of Hearing**

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

**(d) Process**

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

**(e) Agreed to Statement of Facts**

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

**(f) Procedure**

All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

**(g) Mediation Assistance**

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

**(h) Issuance of Report**

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

**(i) Status of Report**

All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited

arbitrators will be advised to include these statements at the beginning of their Reports.

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

**(j) Fees**

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

**(k) Authority of Arbitrator**

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

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

## **ARTICLE 11 - ARBITRATION**

### **11.01 Composition of Board**

Should the Committee, the Management Committee, the Union Committee, and the senior official of the Union fail to settle any difference, grievance, or dispute whatsoever arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, including dismissal or suspension, but excluding re-negotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of a single arbitrator.

### **Arbitration Roster**

It is understood that an Arbitrator named below (or substitutes agreed to by the parties) shall be appointed on a rotating basis commencing with the first Arbitrator named:

- Corinn Bell

- Chris Sullivan
- Elaine Doyle
- Ken Saunders

The parties, will appoint an arbitrator from this list, the parties may amend the list of arbitrators at any time, or choose an arbitrator who is not on this list.

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

### **11.02 Dismissal/Suspension**

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to arbitration, determination and award of an Arbitration Board of one (1) member. The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named above.

The arbitrator shall schedule a hearing within seven (7) calendar days of their appointment. The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision. The parties agree that the time limits for appeal under the *Labour Relations Code* of B.C. shall commence with the issuance of written reasons for the decision. The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 11 excepting Article 11.04.

### **11.03 Authority of Arbitrator**

The Arbitrator shall have the power to settle the terms of the

question to be arbitrated.

#### **11.04 Time Limit for Decision of Arbitrator**

Established under this article of the Collective Agreement the Arbitrator shall have twenty (20) calendar days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

#### **11.05 Employee Called as a Witness**

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitrated Board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

#### **11.06 Expenses of Arbitration**

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay half of the expenses.

#### **11.07 Reinstatement of Employees**

If the Arbitration Board finds that an employee has been laid off contrary to the provisions of the Collective Agreement, or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that their reinstatement be without loss of pay and/or with all their rights, benefits and privileges which they would have enjoyed if the layoff, suspension or discharge had not taken place.

#### **11.08 Arbitration Board, Expedited or Industry Troubleshooter Hearings**

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees

representing the Union before an Arbitration Board, provided the dispute involves the Employer.

## **ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES**

### **12.01 Evaluation Reports**

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

### **12.02 Personnel File**

An employee, or the Senior Union Official (or their designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference.

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

The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the

proper operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

## **ARTICLE 13 - PROBATIONARY PERIOD**

**13.01** For the first three (3) calendar months of continuous service with the Employer, a regular full-time employee shall be a probationary employee. Part-time and casual employees shall serve a probationary period of four-hundred-eighty-eight (488) hours. 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. During the three (3) month probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not justified for suitability, the employee shall be reinstated.

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

The Employer will advise the probationary employee and the Secretary-Business Manager of the Union (or their designate) of any performance deficiencies throughout the probationary period. Half-way prior to the completion of the probation period, the Employer will meet with the employee to conduct an interim performance rating to discuss the employee's progress and any of their concerns.

## **ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE**

### **14.01 Selection Criteria**

In the promotion, transfer, demotion, or release of employees, qualifications and ability and past job performance, including initiative, ability and competencies, shall be the determining

factors and where two (2) or more people are relatively equal, the one with the greater seniority will be selected.

Employees will be considered relatively equal if their final selection scores are within fifteen percent (15%) of each other.

#### **14.02 Qualifying Period**

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of ninety (90) days.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned ninety (90) days period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job within sixty (60) days of the qualifying period, without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of this Article.

#### **14.03 Temporary Promotion or Transfer**

An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority



and accrued perquisites when the temporary promotion, transfer or demotion terminates.

- (a) In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.
- (b) Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive ten percent (10%) per month more than the highest rate for their classification, or one-hundred dollars (\$100) per month, or portion thereof, whichever is greater, if so employed for one (1) or more work days, retroactive to the start of the relief period.
- (c) An employee accepting a temporary excluded position shall retain bargaining unit seniority for the length of the vacancy and shall continue to accrue seniority up to a period of three-hundred-and-sixty-five (365) days. After three-hundred-and-sixty-five days (365) if the employee does not return to the bargaining unit, they will no longer be able to exercise seniority rights.

#### **14.04 Re-employment After Retirement**

Employees who retire but continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All perquisites (which does not include seniority) earned up to the date of retirement shall be continued or reinstated.

#### **14.05 Re-employment After Voluntary Termination or Dismissal for Cause**

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

#### **14.06 Supervisory or Military Service**

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

#### **14.07 Seniority Dates**

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

#### **14.08 More Favourable Rate or Condition**

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

#### **14.09 Part-Time Employees**

##### **(a) Qualifying Period**

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three (3) calendar months.

##### **(b) Seniority**

Applicable on a proportionate basis [See also Casual Addendum 12(c)].

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

#### **A Job Descriptions**

(a) The Employer will draw up job descriptions and each employee shall be assigned to an appropriate job description and provided with a copy of the job description.

- (b) Job descriptions shall be presented in writing to the Union and the local representative and shall become the recognized job descriptions unless written notice of objection thereto, set out in specific detail, is given by the Union within sixty (60) days.

## **B Notice of new and changed positions**

### **Establishment of New Job or Changes to a Job**

- (a) Any creation of a new job, or making a material change to an existing job, the Employer shall:
  - i) Write a new job description;
  - ii) Develop a wage scale; and/or
  - iii) Assign such position to the appropriate job description.
- (b) In the event the Employer establishes any new position, or changes an existing job the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union, and unless notice of objection to the classification and wage rate by the Union is given to the Employer within sixty (60) days after such notice, such classification and wage rate shall be considered to have been agreed.
- (c) In the event that the Union objects, it shall give written reasons for the objection and where the parties cannot reach agreement, the matter shall be referred to expedited arbitration.

### **New or Changed Positions**

- (a) Where there is a material change to a position, and where there is an incumbent in such an existing position, they shall be displaced and exercise their options in accordance with the collective agreement. Prior to notice being served, the Parties will meet to discuss options.
- (b) Where the Union or an employee consider that a position has been significantly changed or is not assigned to an appropriate job description either party, may request review, in writing and provide details of why they believe the job is improperly classified.

- (c) Within thirty (30) calendar days of the receipt of the job review request, the Employer shall review and provide its decision in writing to the local representative and the Union.
- (d) Should the Union not accept the determination of the Employer, it shall within sixty (60) calendar days notify the Employer giving written reasons for its objection.
- (e) Should the matter not be resolved between the parties, the dispute shall be referred to expedited arbitration.
- (f) Where the Union accepts the decision of the Employer or does not object within the time limits, the position shall be considered to be assigned to an appropriate job description.

### **Pay Adjustments**

- (a) Where the rate of pay of a position or job is adjusted upwards, or an increase results from the establishment of a new job or a change in an existing job, the increase shall take effect on the date that the new job is established or the existing job is changed.
- (b) Where an increase results from a request for a review of a position by an employee or the Union, the increase shall take effect on the date of the request.
- (c) Where the rate of pay of a position or job is adjusted downward, the employee shall not suffer a reduction in pay but shall be red-circled and shall receive fifty percent (50%) of all general wage increases until the new wage rate for the job being occupied meets the employee's existing wage rate. Employees who are required to transfer to a lower rated position as a result of a displacement notice being served shall be covered by this provision.

### **Definitions**

- (a) **Position:** A group of duties, responsibilities and skills regularly assigned to one person. It may be full-time, part-time, occupied or vacant and may be created, changed or deleted in order to meet operational requirements.

- (b) **Job:** One or more positions performing essentially the same duties, similar level of responsibilities and required qualifications covered by the same job description.
- (c) **Other Related Duties:** The phrase "Other Related Duties" shall be limited in its meaning so as to include only those additional duties which fall within the character of work as defined by the job description.

## **ARTICLE 16 - JOB POSTINGS AND APPLICATIONS**

### **16.01 Job Postings and Applications**

If a vacancy or a new job is created for which union personnel might reasonably be recruited, the following shall apply:

- (a) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.
- (b) Notwithstanding (a) above, if the vacancy is a temporary one of less than sixty (60) calendar days, the position shall not be posted and instead shall be filled as follows:
  - i) by employees registered for casual work in accordance with the casual addendum.
  - ii) in cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under (b)(ii) for a period of up to seven (7) days.
  - iii) Employees must complete their temporary assignment prior to applying for another temporary position unless the new assignment includes an increase in hours or compensation.
  - iv) With mutual agreement the Employer shall have the option to reassign an employee to a temporary vacancy they are unable to fill.

- (c) A part-time employee who has accepted a casual assignment, which conflicts with a temporary vacancy shall be considered unavailable for such temporary vacancy.
- (d) Where an employee declines an offer to work, the Employer need not offer the work again to that employee if they are also registered for casual work.

### **16.02 Change to Start and Stop Times, Days Off and Department**

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

- (a) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (b) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

### **16.03 Special Project Vacancies**

Positions funded for specific projects, i.e., grant-funded, capital projects, etc., will be posted pursuant to the Collective Agreement.

When the funding ends, an internal candidate retains their previous status. For an external candidate, they maintain their current rights under the collective agreement.

### **16.04 Applications from Absent Employees**

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, education leave, or special 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. Employees shall have the option to submit their job applications electronically to the Employer.

### **16.05 Temporary Appointments**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to 16.01 above.

### **16.06 Notice to Union**

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

### **16.07 Notice of Successful Applicant**

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

### **16.08 Grievance Investigation**

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

## **ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

### **17.01 Technological Change**

#### **Preamble**

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

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

### **Consultation Process**

- (a) The Employer shall consult the Union when it proposes to introduce a measure, policy, practice or change that affects the terms and conditions or employment security of a significant number of employee's. The Employer shall provide the Union with not less than ninety (90) days notice before the initiative may be introduced. Technological change includes a significant change in plant, or equipment, method of operation or change in FTE and/or classifications.
- (b) The Employer will provide the Union with a detailed description and relevant documentation of the proposed technological change(s). The Union may request additional information to inform the discussions regarding alternatives and options for affected employees.
- (c) The Union has the ability to discuss impacts, alternatives and options with the affected employees on a confidential basis.
- (d) After commencement of the consultation process, the Union will be provided an opportunity to discuss alternatives to the proposed technological change(s) and/or options for impacted employees. The Employer will give good faith consideration to any alternatives advanced by the Union.
- (e) During the consultation process, the Employer shall not lay-off impacted employees, however, where the parties are aware that displacement(s) are likely to occur, notice pursuant to Article 17.05(a) may run concurrently with the consultation process. Displacement options meetings cannot occur until the conclusion of the consultation process.
- (f) The process described in this article establishes the specific process of consultation and adjustment contemplated by Section 54 of the *Labour Relations Code* and satisfies the requirements of this Section of the *Labour Relations Code* for the purposes of the Employer's initiative on technological change.



- (g) Once the Employer makes a decision under the process set out in this provision, the Union will be notified of the decision in writing.
- (h) Technological, automation and other types of initiatives will be communicated to the Union at the decision stage but before a decision has been finalized. The Union may discuss and propose alternatives and other suggestions.

### **17.02 Definition of Displacement**

Any employee classified as a regular employee shall be considered displaced by technological change when their services shall no longer be required as a result of a restructuring initiative, including a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which they are employed.

### **17.03 Bumping**

Displaced regular employees shall have one of the following options:

- (a) Opportunity to select a vacancy, including those created by an Employer canvas to employees willing to voluntarily sever their employment.
- (b) Post on a vacancy pursuant to Article 16.03.
- (c) Bump a junior employee where the laid-off employee is qualified and/or capable of performing the work.
- (d) Register for work under the Casual Addendum.

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

### **17.04 Notice of Displacement**

Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of

such notice shall be sent to the Local designate.

### **17.05 Layoff Notice**

(a) The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

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

(b) Notice of layoff shall not apply where the Employer can establish that the layoff results from an act of God, fire or flood.

### **(c) Recall**

Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid-off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

### **17.06 Contracting Out**

The Employer agrees that they will not contract out bargaining unit

work that will result in the lay-off of employees within the bargaining unit during the term of this agreement. The Employer will discuss with representatives of the local in a timely manner, functions they intend to contract out after the date of signing this collective agreement that could otherwise be performed by Union members within the facility, except where an emergency exists.

There will be no expansion of contracting in or contracting out of work within the bargaining unit as a result of the reduction in FTEs.

## **ARTICLE 18 - TERMINATION OF EMPLOYMENT**

### **18.01 Employer's Notice of Termination**

The Employer shall give regular full-time and regular part-time employees twenty-eight (28) calendar days' notice in writing or normal pay for that period in lieu of notice where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

### **18.02 Employee's Notice of Termination**

Employees shall make every effort to provide fourteen (14) days notice when terminating their employment.

### **18.03 Employment Abandoned**

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

## **ARTICLE 19 - SCHEDULING PROVISIONS**

### **19.01 Scheduling Provisions**

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their

effective date.

- (ii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the alteration shall be confirmed in writing as soon as possible.
- (b) 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.
- (c) When it is not possible to schedule eight (8) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of eight (8) consecutive hours shall be paid at overtime rates in accordance with Article 21.
- (d) If a written request for a change in starting time is made by an employee which would not allow eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 21. Notice of the change shall be confirmed in writing as soon as possible.

- (g) Where operational requirements necessitate a temporary change in start or stop time by up to a maximum of 2 hours with no change in shift duration, overtime rates pursuant to Article 21 will not be applicable.

If child care, transit difficulties or other serious personal circumstances do not permit such a change, employees may decline the change without repercussion by the Employer.

## **19.02 Job Fairs**

- (a) Job fairs may be used when there are changes to work schedules within a single job in a unit/department. When there are changes to work schedules within multiple jobs, concurrent job fairs may be held. When there is a re-organization of a unit/department that would trigger the issuance of a notice under Section 54 of the *Labour Relations Code*, the parties will engage in those processes.
- (b) Employees shall not be subject to, nor have access to, a qualifying period as a result of participating in a job fair.
- (c) If the Employer intends to implement a revised work schedule where the total number of hours in the unit/department are either increased, decreased or maintained:
- i) The Employer shall post the proposed rotation for seven (7) calendar days so that impacted regular employees in the unit/department have an opportunity to review it;
  - ii) Within a further seven (7) calendar days, the impacted regular employees in the unit/department will select a line on the new rotation in order of seniority;
  - iii) Each impacted regular employee must select a line where the FTE is within 0.2 FTE of their current posted job (note that this can include a change in status), however, an impacted regular employee may voluntarily select any line available to them if they choose;
  - iv) If no line within 0.2 FTE is available to the impacted

- employee, and the employee does not voluntarily choose another line, they shall be issued displacement notice at the end of the seven (7) calendar day line selection period:
- v) Any regular employee without a line in the new work schedule will be issued a displacement notice at the end of the seven (7) calendar day line selection period;
  - vi) Any line that has not been selected in the job fair shall be posted in accordance with Articles 16 and 14.01 and be open to all employees of the Employer; and
  - vii) The new work schedule will then be posted in accordance with Article 19.01(a)(i).

### **19.03 Unusual Job Requirements of Short Duration**

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in their job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which they are not adequately trained.

## **ARTICLE 20 - HOURS OF WORK**

### **20.01 Continuous Operation**

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

### **20.02 Hours of Work**

- (a) The hours of work for each regular full-time employee covered by this agreement exclusive of meal times shall be between thirty-seven-and-one-half (37.5) and forty (40) hours per week or an equivalent mutually agreed between the Employer and the Union.
- (b) The base day will be seven-and-one-half (7.5) hours for the purpose of calculating the accrued credit banks.
- (c) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being

included within such shift.

- (d) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one-hundred-seventeen (117) days per year (that is, an average of two (2) days per week plus a minimum of thirteen (13) statutory holidays). If at the end of fifty-two (52) weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of one-hundred-seventeen (117) days off, they shall be paid extra at the applicable overtime rate for each day by which their total number of days off falls short of one-hundred-seventeen (117) days, except that they shall not again be paid for any day for which they were paid overtime in accordance with Article 21 or Article 27.04.
- (e) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 21. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.
- (f) The Employer shall not introduce new or revised shift rotations that contain more than thirteen (13) occurrences of six consecutive shifts within a 1,950 hour work year.

### **20.03 Rest and Meal Periods**

#### **(a) Rest Periods**

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

Employees electing to take these breaks in their work areas shall receive fifteen (15) minute breaks.

#### **(b) Meal Periods**

All employees covered by the Collective Agreement shall receive a one-half ( $\frac{1}{2}$ ) hour meal period, no more, no less. The

Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

#### **20.04 Split Shifts**

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

#### **20.05 Daylight Savings Time Change**

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

#### **20.06 Consecutive Days off (for Casuals and Part-Time permanent employees only):**

- When scheduling staff who are working regular daily full shift hours or less in a seven (7) day period (Sunday to Saturday), the employee will be scheduled for two (2) days off.

### **ARTICLE 21 - OVERTIME**

**21.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02, or who are requested to work on their scheduled off-duty days, shall be paid:

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

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

**21.03** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 27, the employee shall be paid overtime at the rate of time-and-one-half



(1½ x) the premium statutory holiday rate for all hours worked beyond seven-and-one-half (7½) in that day.

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

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

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

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

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

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

overtime rates shall apply to all hours worked on the next regular shift.

### **21.09 Assignment of Overtime**

In cases where the Employer has authorized anticipated overtime to be worked, the Employer will offer the overtime by seniority to eligible employees.

An eligible employee includes one who is: actively working, qualified to perform the work, and available to accept the work (e.g. not on any paid or unpaid leave of absence, not outside of safe work parameters).

The determination of seniority will be based on the most recently published/quarterly seniority list.

Where overtime is unanticipated (less than 24 hours in advance), overtime shall be offered by seniority.

The Employer may cancel the overtime, without any penalty, where it is able to schedule the work at straight-time rates or no longer requires the work to be done.

## **ARTICLE 22 - SHIFT AND WEEKEND PREMIUMS**

**22.01** Employees working the evening shift shall be paid a shift differential of one dollar (\$1) per hour for the entire shift worked.

Employees working the night shift shall be paid a shift differential of two dollars (\$2) per hour for the entire shift worked.

**22.02** An Employee shall be paid a weekend premium of thirty-five cents (\$0.35) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

**22.03** Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00

Midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).

**22.04** An employee assigned to carry the resident responder phone shall be paid a premium of fifty cents (\$0.50); April 1, 2025 sixty cents (\$0.60); April 1, 2026 seventy cents (\$0.70) per hour for all hours worked while so assigned.

## **ARTICLE 23 - CALL BACK**

**23.01** Employees called back to work on their regular time off shall receive a minimum of two (2) hours' pay at the applicable rate, 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 motor vehicle to work, an allowance as per the applicable transportation allowance set out in Article 26, from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars (\$2).

**23.02** If an employee is called back to work and does not receive a total of eight (8) consecutive hours off duty in the twenty-four (24) hour period beginning from the commencement of the employee's shift, then the employee will not be required to report for duty for their next shift until they have received a total of eight (8) consecutive hours off duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

The employee in the above situation will advise their supervisor in advance of the fact that they will not be reporting for duty at their scheduled time.

## **ARTICLE 24 - CALL-IN – STATUTORY REQUIREMENT**

Any employee, except those covered by Article 23, reporting for work at the call of the Employer shall be paid their regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at 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 - ON-CALL DIFFERENTIAL**

**25.01** Employees required to be on-call shall be paid an on-call differential of two dollars (\$2) per hour.

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

**25.02** Should the Employer require an employee to have a pager or beeper available during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

## **ARTICLE 26 - TRANSPORTATION ALLOWANCE**

**26.01** An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance equivalent to the Canada Revenue Agency Reasonable per-kilometer allowance. Minimum allowance shall be two dollars (\$2).

**26.02** Where an employee uses their own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

## **ARTICLE 27 - STATUTORY HOLIDAYS**

### **27.01 Statutory Holidays**

Employees will be entitled to thirteen (13) paid statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

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

### **27.02 Super Stats**

Employees who are required to work on Christmas Day shall be paid at double-time (2x) rates in addition to their regular monthly pay rate. Payment of double-time (2x) rates under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

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

**27.04** Employees required to work on scheduled days off will receive pay at the rate of time-and-one-half (1½ x) for the time worked, but will not have the day off rescheduled.

**27.05** Employees who are required to work on a statutory holiday other than a Super Stat shall be paid at the rate of time-and-one-half (1.5x). Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

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

### **27.07 Part-Time Employees**

Part-time employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees.

## **ARTICLE 28 - VACATIONS**

### **28.01 Vacation Entitlement**

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

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

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

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

- 1 year's continuous service - 15 work days' vacation
- 2 years' continuous service - 15 work days' vacation
- 3 years' continuous service - 15 work days' vacation
- 4 years' continuous service – 15 work days' vacation

5 years' continuous service –	16 work days' vacation
6 years' continuous service -	17 work days' vacation
7 years' continuous service -	18 work days' vacation
8 years' continuous service -	19 work days' vacation
9 years' continuous service -	20 work days' vacation
10 years' continuous service -	21 work days' vacation
11 years' of continuous service -	22 work days' vacation
12 years' continuous service -	23 work days' vacation
13 years' continuous service -	24 work days' vacation
14 years' continuous service -	25 work days' vacation
15 years' continuous service -	26 work days' vacation
16 years' continuous service -	27 work days' vacation
17 years' continuous service -	28 work days' vacation
18 years' continuous service -	29 work days' vacation
19 years' continuous service -	30 work days' vacation
20 years' continuous service -	31 work days' vacation
21 years' continuous service -	32 work days' vacation
22 years' continuous service -	33 work days' vacation
23 years' continuous service -	34 work days' vacation
24 years' continuous service -	35 work days' vacation
25 years' continuous service -	36 work days' vacation
26 years' continuous service -	37 work days' vacation
27 years' continuous service -	38 work days' vacation
28 years' continuous service -	39 work days' vacation
29 years' continuous service -	40 work days' vacation

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

## **28.02 Vacation Period**

Vacation time earned up to July 1<sup>st</sup> as indicated in Articles 28.01 shall be granted as follows:

- (a) The Employer's request for selection of vacation shall be no earlier than December 15<sup>th</sup>, and the posting of the approved vacation schedule shall be completed by January 15<sup>th</sup> of the

next calendar year or any other date mutually agreed at the local level.

- (b) The choice of vacation periods shall be granted employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department or where the employee has not exercised her rights within the vacation selection time posted by the Employer.
- (c) Once the approved vacation schedule has been posted, it shall only be changed by mutual agreement between the Employer and the affected employee.

### **28.03 Splitting of Vacation Periods**

Annual vacations for employees with ten (10) work days' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided, subject to the approval of the Employer, provided that the following shall apply:

- (a) The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and
- (b) At least one block of vacation shall be at least five (5) days in duration.

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 approved. Seniority shall also prevail in the choice of each subsequent vacation period, but only after each previous vacation period has been approved.

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



#### **28.04 Vacations Non-Accumulative**

Vacation time shall not be cumulative from calendar year to calendar year.

#### **28.05 Vacation Entitlement Upon Dismissal**

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

#### **28.06 Reinstatement of Vacation Days - Sick Leave**

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

The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner.

**28.07** Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two times (2x) their applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

#### **28.08 Part-Time Employees**

Part-time employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees, including the following:

- Regular part-time employees shall be credited with and granted vacations as set out in Articles 28.01, six percent (6%) during the first year on regular part-time employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Articles 28.01.

## **ARTICLE 29 - BEREAVEMENT LEAVE**

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

An employee who has experienced a loss of pregnancy after twenty (20) weeks shall be entitled to leave under this Article.

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

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

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

## **29.02 Ceremonial, Cultural, Spiritual and Compassionate Leave for Indigenous Employees**

Indigenous employees have a right to manifest, practice, develop and teach their spiritual and religious traditions, customs and ceremonies and may require leave from work to exercise these rights.

**Definitions:**

A ceremonial, cultural or spiritual event under this section includes any event that is significant to an indigenous employee's culture. Examples of significant cultural events include, but are not limited to, Hoobiyee, Pow-wows, Sundance, participation in sweat lodge, coming of age events, feasts or ceremonies held following a significant family event (including the death of a family member).

"Immediate family" for the purposes of accessing Bereavement leave under Article 29 includes an Indigenous employee's parent, step-parent, foster parent, guardian, spouse, child, step-child, foster child, sibling, step-sibling, sibling-in-law, grandparent, grandchild, parent-in-law, parent's sibling, parent's sibling's child, an Indigenous elder\*, or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices.

\*An Indigenous elder is designated as such by their community.

- (a) Effective on the date of ratification (May 15, 2024), an Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied.

Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 29 – Bereavement Leave as applicable (and per the expanded definition of "immediate family", above).

The number of days shall be increased to five (5) days per calendar year effective January 1, 2026.

- (b) Where an Indigenous employee requires more than the days of leave in a) above for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This

additional leave is unpaid, however, an employee may draw from their available vacation and overtime banks, as applicable (and per the expanded definition of “immediate family”, above).

- (c) When requesting the leave, particularly for annual or recurring ceremonial, cultural or spiritual events, the employee will provide as much advanced notice to the Employer as possible; for unexpected ceremonies or events, the employee will make every effort to provide at least seven (7) calendar days' notice of the leave.

## **ARTICLE 30 - SICK LEAVE**

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

Casual employees, and part-time employees accruing less than the prescribed number of paid sick days under the Employment Standards Regulation, are entitled to the prescribed number of paid sick days administered in accordance with section 49.1 of the *Employment Standards Act*. This benefit for casual employees and any topped up sick leave for part-time time employees does not accrue and will not be paid out or carried over from year to year.

**30.02** Sick leave credits with pay shall be granted on the basis of seven (7) days per year (0.58 days per month) effective date of ratification. Upon completion of the three (3) month probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.

The maximum accumulation of sick leave credits shall be four-hundred-and-fifty (450) hours.

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

### **30.04 Leave - Workers' Compensation**

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

#### **(b) Approval Claim**

When an employee is granted sick leave with pay and Workers' Compensation leave is subsequently approved for the same period, the sick leave will be reinstated and the sick leave record reversed.

#### **(c) Continuation of Employment**

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause.

#### **(d) Benefits Entitlement**

When an employee is on an approved Workers' Compensation claim, all benefits of the collective agreement will continue to accrue.

### **Return to Work Programs**

The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation and benefits both the Employer and the employee.

### **Program Coverage**

Employees returning to work following a WCB claim, convalescing employees and injured employees will have access to the return to work program.

Participation in the program is voluntary.

The program can consist of:

- a) Graduated Return to Work
- b) Modified Return to Work
- c) Ergonomic Adjustments
- d) Rehabilitation Programs

### **Pay and Benefits**

An employee involved in a return to work program will receive pay and benefits as set out below.

Employees participating in a return to work program shall be entitled to all the benefits of the agreement, on a proportionate basis based on hours worked, except for medical, extended health and dental plan coverage which shall not be prorated.

Notwithstanding the above, where a third party is paying compensation, the employee shall be entitled to all benefits of the Collective Agreement based on their status and FTE.

### **Return to Work Committee**

The parties agree to establish a Return to Work Committee with equal representation of the Employer and the Union.

The committee will review the Return to Work Programs.

Union committee members will be granted leave with pay to attend committee meetings.

**30.05** Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time-off.

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

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

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

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

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

**30.08** Employees with less than one (1) year's service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within the seven (7) work days from such an employee explaining their condition, they shall be removed from the payroll.

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

**30.10** All sick leave credits are cancelled when an employee terminates their employment.

### **30.11 Other Claims**

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

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

### **30.12 Part-Time Employees**

Proportionate amount depending on hours worked. All sick leave credits shall be paid in conformity with Article 30.

## **ARTICLE 31 - EDUCATION LEAVE**

### **31.01 Employer Requested Leave**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests,



in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses, including tuition fees and course required books, necessary travelling and subsistence expenses, incurred in taking the course and/or examination shall be paid by the Employer.

### **31.02 In-Service Education**

The parties recognize the value of in-service both to the employee and the employer and shall encourage employees to participate in in-service. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

### **31.03 Employee Requested Long Term Leave**

After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the delivery of health care subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.

### **31.04 Paid Education Leave**

Paid education leave may be utilized to attend courses which are necessary to maintain an employee's current certification, registration or licence, including but not limited to training and/or certification for medication administration, food safe, serve-it-right. It may also be utilized to sit exams for relevant professional

courses.

## **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 be granted leave without pay for the required period of attendance but shall continue to receive their benefits.

### **32.01 Compassionate Care Leave**

Employees are entitled to 27 weeks compassionate Care Leave without pay in a calendar year in accordance with the *BC Employment Standards Act*.

An employee granted leave under this Article shall be entitled to benefits in accordance with Article 36.

### **32.02 Domestic and Sexual Violence Leave**

The Employer shall grant leave to a maximum of 17 weeks for reasons related to domestic or sexual violence. If an employee requests leave under this section, the employee is entitled during each calendar to:

- a) Up to 5 days of paid leave,
- b) Up to 5 days of unpaid leave,
- c) Up to 15 weeks of additional unpaid leave

For the balance of the leave taken pursuant to this Article the service of an employee shall be considered continuous for the purpose of any group RRSP, medical or other plan beneficial to the employee, and the employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

An employee granted leave under this Article shall be entitled to benefits in accordance with Article 36.

### **32.03 Gender Transition Leave**

The parties agree that an employee undergoing gender transition is entitled to access the relevant provisions of the Collective Agreement according to their individual transition requirements.

### **32.04 Critical Illness or Injury Leave**

Employees are entitled to up to 36 weeks of unpaid leave to provide care and support to a family member (under 19) whose life is at risk , or up to 16 weeks for a family member (19 or older) whose life is at risk. The leave must be taken in periods of one or more weeks. The definition of family member is as prescribed in the *BC Employment Standards Act*

An employee granted leave under this Article shall be entitled to benefits in accordance with Article 36.

### **32.05 Canadian Armed Forces Reservist Leave**

Regular employees who are deployed into active service with the Canadian Armed Forces shall be granted a leave of absence without pay in accordance with the *BC Employment Standards Act*. If the employee is deployed during a declared state of emergency a leave of absence without pay must be granted. An employee has the option to use banked time to cover their unpaid leave of absence.

An employee granted leave under this Article shall be entitled to benefits in accordance with Article 36.

### **32.06 Leave Respecting Disappearance of a Child**

An employee is entitled to a leave of absence without pay of up to 52 weeks. If they are entitled to leave respecting disappearance of child under the *BC Employment Standards Act* and such leave will be in accordance with the *BC Employment Standards Act*.

There will be no interruption to the accrual of seniority, annual vacation entitlement, or eligibility for benefits under Article 36.

If the child is found alive during the leave, the leave will end 14 days thereafter. If the child is found deceased, the leave will end immediately, death of a child leave shall commence.

An employee granted leave under this Article shall be entitled to benefits in accordance with Article 36.

### **32.07 Leave Respecting the Death of a Child**

An employee is entitled to a leave of absence without pay of up to 104 weeks. If they are entitled to leave respecting death of child under the *BC Employment Standards Act* and such leave will be in accordance with the *Employer Standards Act*. There will be no interruption to the accrual of seniority, annual vacation entitlement, or eligibility for benefits.

An employee granted leave under this Article shall be entitled to benefits in accordance with Article 36.

## **ARTICLE 33 - LEAVE – UNPAID**

### **33.01 Unpaid Leave**

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing 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. Notices granting such leaves shall be in writing.

### **33.03 Unpaid Leave - Affecting Seniority and Benefits**

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

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

### **33.04 Unpaid Leave - Union Business**

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the

department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 5.10, 9.01, 9.02, 9.03, 11.05, 11.06, 12.01, 12.02.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f) (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.  
(ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

### **33.05 Unpaid Leave - Public Office**

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

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

## **ARTICLE 34 - MATERNITY, PARENTAL, AND ADOPTION LEAVE**

### **34.01 Maternity Leave**

- (a) Pregnancy shall not constitute cause for dismissal.
- (b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner, midwife or nurse practitioner.
- (d) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least ten (10) weeks prior to the expected date of birth.
- (e) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (f) The Employer may require the employee to provide a certificate from a doctor, midwife or nurse practitioner indicating the employee's general condition during pregnancy along with the expected date of birth.
- (g) An employee is entitled to maternity leave up to seventeen (17) weeks without pay (see also Article 34.03).

### **34.03 Parental Leave**

- (a) An employee shall be eligible for parental leave of up to sixty-two (62) consecutive weeks without pay or sixty-one (61) consecutive weeks without pay in the case of a birth mother who takes pregnancy leave under Article 34.01, provided such leave is concluded within seventy-eight (78) weeks of the child's birth.

This leave period maybe extended by an additional five (5) weeks if the child needs more care due to a physical, psychological of emotional condition.

- (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 (or sixty-one (61) consecutive weeks in the case of birth mother who takes maternity leave under Article 34.01). 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 Article 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. Such leave request must be supported by appropriate documentation.

### **34.05 Benefits Continuation**

- (a) For leaves taken pursuant to Article 34.01 and 34.03, for the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence.
- (b) For the balance of the leaves taken pursuant to Articles 34.01 and 34.03 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability and shall pay the Employer's share of these premiums.



- (c) Notwithstanding (b) above, should an employee be deemed to have resigned in accordance with Article 34.06 or fail to remain in the employ of the Employer for at least six months after their return to work, the Employer will recover monies paid pursuant to this Article on a pro-rata basis.

### **34.06 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 34.01 and 34.03 commenced unless they advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Article 34, or if they do not return to work after having given such advice.

### **34.07 Entitlements Upon Return to Work**

- (a) Notwithstanding Article 28 - Vacations, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 34.01 and 34.03, providing the employee returns to work as a regular employee for a period of not less than six (6) months. Vacation earned pursuant to this Article may be carried over to the following year notwithstanding Article 28.05.
- (b) Upon return to work, the employee shall continue in her former position without loss of perquisites accumulated up to the date of commencement of the maternity or parental leave of absence without pay and subject to the provisions of Article 33.03.
- (c) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on maternity or parental leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work as a regular employee for a period of not less than six (6) months following the expiration of the subsequent maternity or parental leave.

### **34.09 Adoption Leave**

Upon request and having completed their initial probationary period, an employee shall be granted leave of absence without pay for up to sixty-two (62) consecutive weeks following the adoption of a child provided such leave is concluded within seventy-eight (78) weeks of the child's adoption. The employee shall furnish proof of adoption.

Where both parents are employees of the Employer, the employees will decide which of them will apply the leave.

## **ARTICLE 35 - OCCUPATIONAL HEALTH AND SAFETY**

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 Employer and the Union agree to adhere to the provisions of the *Workers' Compensation Act* and related regulations. The Employer will ensure that the *Occupational Health and Safety Regulation* is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing.

### **35.01 Occupational Health and Safety Committee**

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

In addition to the Joint Union-Employer Occupational Health and Safety Committee, the Union agrees to actively pursue with the other Health Care Unions a Joint Committee for the

purposes of the *Occupational Health and Safety Regulation*.

- (b) The Union will appoint worker representatives to the JOHSC. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB *Occupational Health and Safety Regulation*.

Where the JOHSC is conducting an accident investigation or workplace inspection involving a member, the designated employee JOHSC Member representative (or alternate) shall be released from their regular duties to participate in the investigation or inspection, subject to operational requirements.

Should a Union representative of the JOHSC not be available, a Union steward will attend.

- (c) 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 twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Troubleshooter for a written recommendation.

- (d) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and regulations.
- (e) Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the Workers' Compensation Board and/or the Occupational Health & Safety Agency. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the *Occupational Health and Safety Regulation* by all staff.
- (f) The Employer will provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- (g) The Employer shall be informed by the Occupational Health and Safety Committee of its recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.
- (h) Where an employee is appointed to serve on the Occupational Health and Safety Committee for the first time, the Employer will provide such employee with one day of paid education leave, in addition to that required by law, during the first year in which they serve on the Committee. This additional day of paid education leave will be used to attend safety courses

sponsored by the Workers' Compensation Board or the Joint Occupational Health and Safety Agency or other courses mutually agreed to by the Employer and the Union at the local level.

### **35.02 Aggressive Patients/Residents**

- (a) When the Employer is aware that a patient/resident has a history of aggressive behaviour the Employer will make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such patients/residents.
- (b) In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to patient's/resident's/visitor's aggressive behaviour will be provided by the Employer as needed. The appropriate Occupational Health and Safety Committee will be consulted on the curriculum.
- (c) Critical incident stress defusing shall be made available as soon as possible following the incident and be made known to employees who have suffered a serious work-related, traumatic incident. Appropriate resources and support will be made available as soon as possible following the incident. Employees attending defusing/debriefing or accessing other resources will be given time off from work without loss of pay or be paid at the applicable rate of pay to attend.

### **35.03 Violence Prevention Program**

The Employer will work with the Joint Occupational Health and Safety Committee (JOHSC) to develop and maintain policies, procedures and tools related to violence prevention. The JOHSC Committee will support a consistent and collaborative approach to safety at the workplace.

The Committee make recommendations to the Employer to implement the use of tools, policies and procedures for the prevention of violence at the workplace, including but not limited to:

- a) The development and implementation of an education and training plan for all staff, on violence prevention.
- b) Risk assessment completion coordinated by the JOHSC.
- c) Quarterly audit of the violence incidents, trends and the effectiveness of the violence prevention program.

All activities associated with Violence Prevention will be conducted on Employer paid time.

The JOHSC can as necessary, establish a violence prevention working group or sub-committee to support this work.

The Committee will seek advice from subject matter experts, as necessary.

#### **35.04 Vaccination and Inoculation**

- (a) The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infectious diseases among employees.
- (b) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.
- (c) The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to body fluids or other sources of infection.

#### **35.05 Communicable Disease**

Annual in-service training (or more frequently if necessary) will be provided for all employees with regards to exposure control and

Infection Protection and Control (IP&C) Guidelines as set out by Island Health Authority IP&C Guidelines and mandated by Ministry of Health and by WorkSafe BC.

In-service training will include definitions of commonly encountered infectious processes in long-term care settings, as well as precautions (standards, contact, airborne, blood borne, droplet) to be observed, personal protective equipment (PPE) and cleaning, and handling procedures, including disposal procedures concerning resident care, resident environment and resident belongings and articles of use.

### **35.06 Equipment, Electronic Devices & New Technologies**

The Employer shall ensure that any equipment, electronic devices or new technologies shall meet the standards required by the Workers' Compensation Board.

### **35.07 Transportation of Accident Victims**

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

### **35.08 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 injury. The Committee shall have the right to make recommendations to the Employer regarding such procedures.

### **35.09 Employee Workload**

- (a) The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety-related workload concerns to the Occupational Health and Safety Committee for investigation under Article 35.01(c).
- (b) The Employer will make all reasonable efforts to fill absences if the workload is significantly impacted during the absence. In situations where employees are absent and have not been replaced and where the work demand has not been reduced, the Employer will provide work prioritization to employees in the same unit who are at work during the absence.
- (c) In any unit, in instances where there is additional patient demand or over census status the Employer will call in additional employees, as deemed necessary by the Employer, to meet the demands or patient needs.

### **35.10 Psychological Health & Safety**

The Employer will implement a Psychological Health and Safety Standard program to prevent and protect workers from psychological harm. A psychologically healthy workplace is one that promotes workers' psychological well-being and actively works to prevent harm to workers' psychological health.

The Employer must meaningfully consult with the Union in identifying problems, creating a reporting and investigation process and developing a plan to control risk factors affecting psychological health and safety in the workplace.

### **35.11 Bullying & Harassment**

The Employer and the Union recognize the rights of employees to work in an environment that is free from bullying and harassment.

Bullying and harassment includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to



be humiliated or intimidated but excludes any reasonable action taken by an Employer or supervisor relating to the management and direction of employees or the place of employment.

The Employer agrees that all complaints of bullying and harassment will be taken seriously and thoroughly investigated.

## **ARTICLE 36 - HEALTH & WELFARE BENEFITS**

### **36.01 Medical Plan**

The Employer is registered and pays the BC Employer Health Tax. As a result all employees receive basic medical coverage through the BC Medical Services Plan. The parties recognize that the method of funding the Medical Services Plan of BC has been changed from an individually paid premium system to a system funded by an employer paid payroll tax. If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the Employer will pay 100% of the premium for all employees.

### **36.02 Dental Plan**

- (a) Employees shall be provided with a dental plan covering one-hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty percent (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per eligible employee or eligible dependant with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay one-hundred percent (100%) of the premium.
- (d) During the term of this Agreement Community Services Benefit

Trust will be the carrier of the dental plan.

- (e) Refer to the Community Services Benefit Trust Benefits Handbook for all plan details.

### **36.03 Extended Health Care Plan**

- (a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the Community Services Benefit Trust plan. The maximum lifetime amount payable per eligible employee or eligible dependant shall be unlimited.
- (b) There shall be coverage for eye glasses and hearing aids. The Employer will pay for the cost of the eye exam up to \$150 every twenty-four (24) months per eligible employee or eligible dependant. The allowance for vision care will be \$250 every twenty-four (24) months per eligible employee or eligible dependant; the allowance for hearing aids will be \$500 every thirty-six (36) months per eligible employee or eligible dependant.
- (c) During the term of this Agreement Community Services Benefit Trust will be the carrier of the extended health care plan.
- (d) Refer to the Community Services Benefit Trust Benefits Handbook for all plan details.

## **ARTICLE 37 - LONG-TERM DISABILITY INSURANCE PLAN**

**37.01** The Employer shall provide a mutually acceptable long-term disability insurance plan.

**37.02** The plan shall be as provided in the Addendum - Long-Term Disability Insurance Plans.

**37.03** The Employer shall pay one-hundred percent (100%) of the premium.

**37.04** Refer to the Community Services Benefit Trust Benefits Handbook for all plan details.

## **ARTICLE 38 - GROUP LIFE INSURANCE**

**38.01** The Employer shall provide a mutually acceptable group life insurance plan.

**38.02** The plan shall provide \$50,000 insurance coverage for post-probationary employees.

**38.03** The plan shall include provision for employees to continue the payment of premiums after retirement or termination.

**38.04** The plan shall also include coverage for accidental death and dismemberment.

**38.05** The plan shall be as provided in the Addendum - Group Life Insurance Plan.

**38.06** The Employer shall pay one-hundred percent (100%) of the premium.

**38.07** Refer to the Community Services Benefit Trust Benefits Handbook for all plan details.

## **ARTICLE 39 - RRSP**

### **39.01 Registered Retirement Savings Plan**

(a) All regular employees, upon successful completion of the probationary period, shall be enrolled in the Plan. Participation in the plan is voluntary. The employee must exercise the option within ninety (90) days of the plan coming into effect. Employee contributions to the Plan through payroll deduction shall be on one (1) of the following basis:

- i) 1% of regular earnings; or
- ii) 2% of regular earnings; or
- iii) 3% of regular earnings; or
- iv) 3.5% of regular earnings; any % requested in excess of 3.5% (not to be matched).

- (b) The Employer shall match the contributions made by each employee up to a maximum of 3.5%.
- (c) Employees may opt in or out of the plan, or increase or decrease their contribution levels, as noted in (b) above, on January 1<sup>st</sup> of each year by providing at least thirty (30) days written notice to the Employer.
- (d) The Employer will administer the Plan.
- (e) The Employer will ensure that all new employees are informed of the options available to them under this group RRSP.

## **ARTICLE 40 - EMPLOYMENT INSURANCE COVERAGE**

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

## **ARTICLE 41 - VOLUNTEERS**

It is agreed that Volunteers have a role in health care and are an important link to the community being served.

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

## **ARTICLE 42 - PRINTING OF THE AGREEMENT**

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

The Agreement shall bear a recognized Union label.

The Union and Employer shall agree on the size, print, colour and cover of the Agreement prior to it being printed.

The Employer shall print the Agreement no later than 75 days after the completion of negotiations.

The Employer and the Union shall each bear one-half of the printing costs.

## **ARTICLE 43 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

**43.01** Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement. Hourly wage rates shall be expressed to the second decimal place.

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

### **43.03 Wage Schedule**

The pay rate as agreed to hereinafter in this schedule provided, shall be in effect during the term of the Agreement, from the Date of Ratification, May 15, 2024 to March 31, 2027.

### **43.04 Pay Days**

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

- (a) Pay statements given to employees on their pay day shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.
- (b) Subject to paragraph (g) below, when a pay day falls on a non-banking day, the pay and pay statement shall be given prior to the established pay day.

- (c) The pay for an annual vacation to which an employee is entitled shall be paid as set out in Article 28.05.
- (d) Where an employee identifies a significant error of one-hundred (\$100) dollars or more in their pay, the Employer must provide a manual cheque at the employee's request, as soon as reasonably possible.

**ADDENDUM #1  
Wage Schedule**

The parties acknowledge they have not entered into wage rate negotiations due to the presence of the government imposed wage leveling order.

**2023/2024 Wage Schedule**

Job Title	Grid Equivalent	April 1, 2023 6.75%			
			> 1,950 hours < 3,900 hours	> 3,900 hours > 5,850 hours	over 5,850 hours
		Step 1	Step 2	Step 3	Step 4
Finance	10	-	\$ 24.93	\$ 25.76	\$26.51
Administration	5	-	\$ 24.04	\$ 24.80	\$25.61
Staffing Clerk	5	-	\$ 24.04	\$ 24.80	\$25.61
PAL	1	-	\$ 21.85	\$ 22.62	\$23.38
Servers	1	-	\$ 21.85	\$ 22.62	\$23.38
Kitchen Helper	1	-	\$ 21.85	\$ 22.62	\$23.38
Cook	9	-	\$ 24.86	\$ 25.67	\$26.51
Maintenance	7	-	\$ 24.45	\$ 25.25	\$26.06
Activities	21	-	\$ 27.11	\$ 27.95	\$28.74
ADP	21	-	\$ 27.11	\$ 27.95	\$28.74
Bathing	21	-	\$ 27.11	\$ 27.95	\$28.74
Ground Maintenance	1	-	\$ 21.85	\$ 22.62	\$23.38
Custodian / Security	3	-	\$ 22.74	\$ 23.50	\$24.27

**2024/2025 Wage Schedule**

Job Title	Grid Equivalent	April 1, 2024 3%			
			> 0 hours < 3,900 hours	> 3,900 hours > 5,850 hours	over 5,850 hours
		Step 1	Step 2	Step 3	Step 4
Finance	10	-	\$ 25.68	\$ 26.53	\$27.31
Administration	5	-	\$ 24.76	\$ 25.54	\$26.38
Staffing Clerk	5	-	\$ 24.76	\$ 25.54	\$26.38
PAL	1	-	\$ 22.51	\$ 23.30	\$24.08
Servers	1	-	\$ 22.51	\$ 23.30	\$24.08
Kitchen Helper	1	-	\$ 22.51	\$ 23.30	\$24.08
Cook	9	-	\$ 25.61	\$ 26.44	\$27.31
Maintenance	7	-	\$ 25.18	\$ 26.01	\$26.84
Activities	21	-	\$ 27.92	\$ 28.79	\$29.60
ADP	21	-	\$ 27.92	\$ 28.79	\$29.60
Bathing	21	-	\$ 27.92	\$ 28.79	\$29.60
Ground Maintenance	1	-	\$ 22.51	\$ 23.30	\$24.08
Custodian / Security	3	-	\$ 23.42	\$ 24.21	\$25.00



**ADDENDUM #2  
Casual Employees**

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
  - (1) vacation relief;
  - (2) sick leave relief;
  - (3) education relief;
  - (4) maternity leave relief;
  - (5) compassionate leave relief;
  - (6) union business relief;
  - (7) educational leave relief;
  - (8) such other leave relief as is provided by the Collective Agreement; or
  - (9) in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of sixty (60) calendar days.
2. Casual employees shall be called in to work in the order of their seniority provided they have provided their availability and that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. Where the Employer utilizes an electronic scheduling program (technology), casual employees shall be entitled to register for work in two (2) departments. Where the Employer does not have the required technology, an alternate method which will allow casuals to register in two (2) departments may be considered. No casual

employee shall be registered in more than two (2) departments except where the Employer and the Union otherwise agree in good faith.

3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within ninety (90) calendar days, that position shall be posted and filled pursuant to the provisions of Articles 14.01, 16.01 and 17 of the Agreement.
4. (a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.
- (b) Where a job posting is filled by a casual employee under Section 3 and the casual employee occupies the position for six (6) months or more, they will be entitled to reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health premiums pursuant to paragraph 14 of the Casual Addendum for the period subsequent to the first thirty-one (31) days in the position.

In any event, after the casual employee has filled the position for a period of six (6) months, the casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer:

- Article 36, Section 36.01 - Medical Plan
- Section 36.02 - Dental Plan
- Section 36.03 - Extended Health Care Plan

Coverage under this section shall cease when either:

- i) the regular incumbent returns to the position, or
  - ii) the casual employee is no longer working in the posted position.
- 5. Casual employees are entitled to all benefits of this Agreement except the following:
  - a) Article 13 - Probationary Period;
  - b) Article 14.02, 14.03, 14.04, 14.05, 14.06;
  - c) Article 17 - Technological, Automation and Other Changes;
  - d) Article 18.01 - Employer's Notice of Termination;
  - e) Article 19 - Scheduling Provisions except 19.01(e);
  - f) Sections 21.09 and 21.10 of Article 21 - Overtime;
  - g) Sections 28.02 and 28.03 of Article 28 - Vacations;
  - h) Article 29 - Bereavement Leave;
  - i) Article 31 - Educational Leave;
  - j) Article 33 - Leave - Unpaid;
  - k) Article 36 - Health & Welfare Benefits;
  - l) Article 37 - Long-Term Disability Insurance Plan;
  - m) Article 39 - Registered Retirement Savings Plan, except as otherwise provided by legislation.
- 6. Casual employees shall accumulate seniority on the basis of the number of hours worked and upon written notification by the Union the number of hours paid for leave for Union business.

Casual employees, while receiving Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits) or while on an approved maternity/parental absence will, upon return to work, be credited with seniority. This credit will be based on the number of hours worked as a casual employee during the twelve (12) month period preceding the date of leave or WCB illness or accident, calculated as follows:

- a) Determine the number of hours worked in the 12 month period.

- b) Divide by 52 weeks.
- c) Multiply by the number of weeks on approved Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits) or approved maternity/parental absence, as applicable.

If the employee has held casual status for less than twelve (12) months preceding the date of the approved absence as set out above, then this shorter period will form the basis of the calculation.

7. The manner in which casual employees shall be called to work shall be as follows:

- (a) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.
- (b) Casuals shall be required to provide their availability for work, in writing, no later than 15<sup>th</sup> day of each month, for the following month. The Employer will only call casuals for shifts which the employee has identified as available.

Casual employees shall be entitled to change their availability as needed.

- (c) Employees on the casual list shall be called to work in order of seniority as follows:
  - The Employer shall contact those employees designated as available for the shift or block of shifts being assigned but may also contact others who might

be available notwithstanding their availability form, if the shift(s) cannot be otherwise filled.

- Contact may be made either by telephone, text message, email or other electronic means of communication. Employees will indicate their preferred method of contact (one contact), and that preferred method will be utilized.
- Where electronic communication is utilized, notice may be sent to several employees simultaneously. The notice will indicate the details of the available work, and the time line for reply.
- Where electronic communication is utilized, the following shall apply:
  - i) Where a vacancy is known less than forty-eight (48) hours in advance, the casual employees shall have 15 minutes to respond to the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
  - ii) Where a vacancy is known more than forty-eight (48) hours in advance, but less than four (4) weeks in advance, the casual employees shall have sixty (60) minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
  - iii) Where a vacancy is known more than four (4) weeks in advance, the employees shall have seventy-two (72) hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- A record of calls or electronic communications will be maintained.
- The seniority list for call-in shall be updated quarterly, commencing July 1. Time accumulated in a current

period shall not be reconciled until the next adjustment date. Within two (2) weeks of each adjustment date the Employer shall provide the Union a revised electronic copy of the call-in seniority list.

- Casual employees hired after a seniority adjustment date shall be added to the list in the order that they were hired.
  - A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.
- (d) All such calls shall be recorded in a log book 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 the log book and shall be entitled to make copies.
- (e) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior available employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.
- (f) Where the block of work is four (4) days or more and the Employer cannot reach the senior available employee, and if the senior employee is actively at work, the Employer will wait ten (10) minutes after placing the call, before calling the next senior available employee.
- (g) Notwithstanding sections 7(b), (c), and (d) as an alternative, the Employer may utilize alternate methods for the assignment of casual work, provided that:

- i) The assignment of work shall be by seniority of available employees;
  - ii) If the alternate methods provide for multiple means for contacting employees (e.g. Email, text, pager, etc.), the employee shall be entitled to select her preferred means of contact, with the employer keeping a record of the employee's selection;
  - iii) If the alternate method provides for only a single means for contacting employees, the employee shall be entitled to elect the process outlined in Sections 7(b), (c), and (d);
  - iv) Any such alternate methods shall track the information required by Section 7(c) above; and
  - v) Where technology is used as an alternate method for the assignment of casual work, employees at work will have equal access to available work, except where the timely assignment of work is required.
8. Casual employees shall not be dismissed except for just and proper cause.
9. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
- 10.(a) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after

an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.

- (b) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
  - (c) Within two weeks of each adjustment date the Employer shall send to the Senior Union Official a revised copy:
    - i) of the master casual seniority list; and
    - ii) of each classification registry maintained by the facility.
11. (a) Except for regular employees who transfer to casual status under Section 14, casual employees shall serve a probationary period of four-hundred-and-eighty-eight (488) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.
- (b) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 13 of this Agreement.
  - (c) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 13.
12. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by;
- (a) Total hours worked by the casual employee.
  - (b) Upon completion of one-hundred-and-eighty (180) hours of work, casual employees shall be given the option to enroll in the following plans:
    - i) medical services plan;
    - ii) dental plan;
    - iii) extended health plan.



An employee who makes an election under this provision must enroll in each and every of the benefit plans and shall not be entitled to except any of them.

- (c) Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits. Thereafter the employee shall only be entitled to re-enroll if the employee so elects between December 1 and December 15 in any year to be effective the January 1 next following.

13. Casual employees shall receive eleven-point-two percent (11.2%) of their straight-time pay in lieu of scheduled vacations and statutory holidays.
14. A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer.
15. Regular part-time employees may register for casual work under this Addendum except that Sections 11, 12, and 13 shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than four (4) days the employee shall be relieved of their regular schedule at the option of the employee. All time worked shall be credited to the employee under the provisions of Articles 14.09, 27.07, 28.08, 30.02 and 30.12 of the Collective Agreement.

**Nanaimo District Senior Citizens Housing Development Society  
(Kiwanis House) / Hospital Employees' Union  
May 15, 2024 – March 31, 2027**

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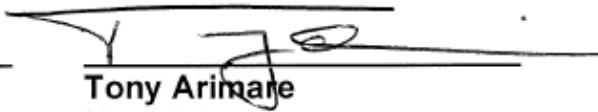
Sick leave credits accumulated under the provisions of Article 30.12 may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.

**SIGNATURES FOR THE  
UNION:**



**Parm Sandhar**  
Negotiator

**SIGNATURES FOR THE  
EMPLOYER:**

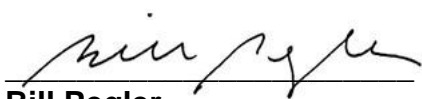


**Tony Arimare**  
Negotiator

**Date:** October 25, 2024

**Date:** April 10, 2025

**SIGNATURES FOR THE  
UNION:**

  
**Bill Pegler**  
Coordinator of Private Sector  
& Special Projects

  
**Parm Sandhar**  
Negotiator

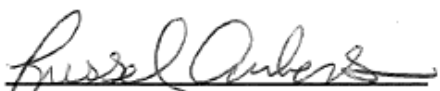
  
**Carmen Paugh**  
Bargaining Committee Member

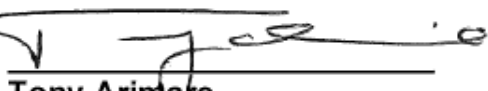
  
**Dan Tisserand**  
Bargaining Committee Member

**Date:** October 25, 2024

**SIGNATURES FOR THE  
EMPLOYER:**

  
**Lori Walker**  
Executive Director

  
**Russel Ambers**  
Manager, Financial Services

  
**Tony Arimare**  
Negotiator

**Date:** April 10, 2025