COLLECTIVE AGREEMENT

BETWEEN

FAIRWAY PROPERTIES LTD.,
MAJOR DEVELOPMENT LTD.,
AND 503394 B.C. LTD.,
a joint venture carrying on business under the firm-name of SOUTH GRANVILLE PARK LODGE

AND

HOSPITAL EMPLOYEES' UNION

January 1, 2026 – December 31, 2028

Note: underlined text is new language for 2026-2028

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MEMORANDUM OF AGREEMENT

BETWEEN

FAIRWAY PROPERTIES LTD., MAJOR DEVELOPMENT LTD., AND 503394 B.C. LTD., A JOINT VENTURE CARRYING ON BUSINESS UNDER THE FIRM-NAME SOUTH GRANVILLE PARK LODGE

AND:

HOSPITAL EMPLOYEES' UNION, representing the employees of the Employer who are affected by this agreement and for whom it has been certified as the sole bargaining agency.

ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS South Granville Park Lodge is an owner-operated family business which has been serving seniors in our community for over 55 years, our family includes care recipients, providers and advocates, and we live, work and visit here in our home, the lodge. Our expert care providers are committed to promoting our philosophy of meaningful days, by ensuring safety, quality of care and enjoyment of life for all residents. At the heart of our vision, we honour the lives of our residents and promote family values of compassionate care and respectful support;

AND WHEREAS the right of the sick person to uninterrupted, skillful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the Employer and its employees;

AND WHEREAS the Union is a trade Union formed by and including certain employees of the Employer;

AND WHEREAS the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

1.02 No Discrimination

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

1.03 Complaints Investigation

An employee who complains of harassment under the provisions of the B.C. *Human Rights Code* 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 HEU bargaining unit, it shall be referred to: Ms. A. Mohammed (complaints investigator); or

b) Where the complaint pertains to the conduct of a person not in the HEU bargaining unit, it shall be referred to: Gwen Brodsky (complaints investigator).

When a complaint is received under either (a) or (b) above, the appropriate complaint investigator shall:

a) Investigate the complaint;
b) Determine the nature of the complaint; and
c) Make written recommendations to resolve the complaint.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

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

2.02 Union Shop

All employees 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.

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 8.04 - Grievance Procedure
- Article 8.05 - Dismissal/Suspension for Alleged Cause
- Article 20.01 - Employer's Notice of Termination

2.03 Union Check-Off

The Employer agrees to the monthly check-off of all Union dues, assessments, initiation fees, and written assignments of amounts equal to Union dues.

Such deductions shall be remitted to the Union within a period not to exceed twenty-one (21) days after the date of deduction and, as a condition of employment, employees shall sign a wage assignment covering such deductions.

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

This list shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org.

The Employer shall supply to each employee a T4 without charge, which records the amount of all deductions paid to the Union by the employees during a taxation year. The T4 shall be mailed or delivered to employees prior to March 1st of the year following

each taxation year.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 2.02.

Twice every calendar year, the Employer shall provide to the secretary-treasurer of the local, a list of all employees in the bargaining unit, their job titles, and addresses and phone numbers known to the Employer. Implementation shall be six (6) months following the signing of the Collective Agreement.

This list shall be provided in an electronic format, such as Microsoft Excel to: memberupdates@heu.org.

2.04 Induction

The Employer shall provide the opportunity for a HEU designated representative to talk with any new employees hired at some point during the first thirty (30) days of the individual's employment. Such meeting may involve more than one (1) new hire.

It is anticipated this opportunity will be provided during the new employee orientation session. During that orientation, the designated HEU representative will be provided with a reasonable amount of time to familiarize the new hires with the Union.

The meeting, whether at orientation or otherwise, will be arranged during regular working hours for both the new employees and the designated HEU representative. There shall be no deduction of wages or fringe benefits because of time spent by the Union designated representative or newly hired employees during those sessions.

2.05 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 one (1) shop steward 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 twenty-five (25) shop stewards.

(b) The Employer is to be kept advised of all shop steward appointments and changes. The Union will provide a list of all shop stewards to the Employer once per year on a date roughly coinciding with the Union's annual appointment process. The Union will advise the Employer of any changes to the list as they may arise in the ensuing calendar year.

(c) One (1) shop steward or Union committee member shall be appointed by the Union as lead 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.

(f) When a shop steward of Union committee member is required/requested by the Employer to attend committee/grievance meetings outside of their regular working hours, they will receive straight-time wages.

2.06 Attendance of Union Representatives at the Lodge

Union representatives will contact the administrator at least 48 hours in advance to advise of and make arrangements to attend at the lodge for Union business. Where the Union representative needs to attend on shorter notice to deal with a pressing situation, arrangements will still be made through the administrator at least

three (3) hours in advance, if at all possible. The parties will work cooperatively to schedule such visits in a manner that minimizes any disruption.

ARTICLE 3 - DEFINITIONS

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 36.06 - Compassionate Care Leave
- Article 39.01 - Medical Plan
- Article 39.02 - Dental Plan
- Article 39.03 - Extended Health Care Plan

ARTICLE 4 - MANAGEMENT RIGHTS

The management of the Employer's business, and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this agreement. Without limiting the generality of the above, it is the Employer's right:

a) To establish standards, policies, and procedures not inconsistent with the provisions of this agreement. A copy shall be supplied to the Union committee in advance of the new policy or amendment becoming effective. Any new policy or amendments will then be communicated to employees, with a copy posted on the employees' bulletin board;
b) To plan, direct and control the work of the employees, which includes the introduction of new and improved methods, and the operation of the facility.

ARTICLE 5 - 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 6 - LEGAL PICKET LINE

6.01 No Strikes or Lockouts

There shall be no strikes or lockouts during the currency of the Collective Agreement.

6.02 Legal Picket Line

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

6.03 Boycotts and Hot Edicts

The honoring of any boycott sanctioned by the Canadian Labour Congress and/or the B.C. Federation of Labour or the refusal on the part of an employee to handle any goods declared by those bodies to be "hot" shall not constitute cause for discipline.

ARTICLE 7 - UNION/MANAGEMENT COMMITTEE

7.01 Committee on Labour Relations

The Employer shall appoint and maintain a committee to be called the "committee on labour relations", 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.

7.02 Union Committee

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

7.03 Union/Management Meetings

The Union committee and the secretary-business manager of the Union or their representative, shall meet with the committee on labour relations once each month, or as otherwise mutually agreed between the Employer and the Union, 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 2 of the grievance procedure outlined in Article 8.04.

The time spent by members of the Union committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the provisions of the Collective Agreement. Members of the committee attending meetings on their own time shall be compensated at straight-time provisions of the Collective Agreement.

7.04 Committee Meetings

All meetings of the said committee on labour relations with the Union committee and the secretary-business manager or their representative, shall be under the chairperson-ship of a member of the committee on labour relations.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Union Representation

No shop steward, Union committee member, or employee shall leave their work without advising their immediate supervisor. Employee-shop steward or Union committee member discussions shall take place where patient care is not affected. Every reasonable effort will be made by the Employer to allow for these discussions to occur during work hours.

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.

8.02 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a shop steward or Union committee member wishes to discuss the grievance with that employee, the employee and the shop steward or Union committee member shall 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.

8.03 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of their personnel record. Any such document other

than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

8.04 Grievance Procedure

(a) For the purpose of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the agreement, including any question as to whether a matter is arbitrable.

Grievances shall be processed in the following manner:

Step 1:
The employee, with or without a shop steward or Union committee member (at the employee's option), shall first discuss the grievance with their immediate supervisor or manager within seven (7) calendar days of the occurrence of the grievance. If the grievance is not settled at this step, then within seven days of the supervisor or managers response;

Step 2:
The grievance shall be reduced to writing, signed by the employee and a shop steward or Union committee member and shall be presented to the immediate supervisor or the manager by a shop steward or a Union committee member, who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the supervisor or the manager shall give their written reply. If the grievance is not settled at this step; then

Step 3:
The Union committee and the committee on labour relations or its delegate shall meet within twenty-one (21) days or other mutually agreed to time to discuss the grievance. At this step

of the grievance procedure, each party shall provide to the other, a statement of facts and copies of all relevant documents. The findings or decisions of the committee on labour relations shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 9 within thirty (30) days.

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

(b) If the time limits are not complied with, the grievance shall be considered as being abandoned, unless the parties have mutually agreed in writing to extend the time limits.

8.05 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at step 3 of the grievance procedure.

Employees shall not be dismissed or suspended except for just and reasonable cause. Where the Employer believes it has grounds under this clause, it may:

a) Place the employee on unpaid leave of absence pending final resolution of the grievance;
b) Place the employee on paid leave of absence pending final resolution of the grievance;
c) Require the employee to continue working at their regular job pending final resolution of the grievance; or
d) By mutual agreement, transfer the employee to a different work area pending final resolution of the grievance.

It is understood that any decision made by the Employer under (d) above may not prejudice in any way the rights of other employees under the Collective Agreement.

8.06 Reinstatement of Employees

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

8.07 Industry Troubleshooter

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:

- Elaine Doyle
- Christopher Sullivan
- Koml Kandola
- Amanda Rogers
- or a substitute agreed to by the parties, shall at the request of either party:

a) Investigate the difference;
b) Define the issue in the difference; and
c) Make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on an industry troubleshooter within a period of thirty (30) days, either party may apply to the Collective Agreement Arbitration Bureau to appoint such person.

Failing settlement at this step, the grievance may be referred to arbitration.

8.08 Expedited Arbitrations

(a) A representative of the Employer and the secretary-business manager of the Union or their designate shall meet each month, or as otherwise mutually agreed to, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.

(b) Expedited arbitration dates shall be mutually agreed to by the parties.

(c) 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) As the process is intended to be non-legal, lawyers will not be used to represent either party.

(e) 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.

(f) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with section 90 of the B.C. *Labour Relations Code*.

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

(h) 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) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

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

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

(l) The expedited arbitrators, who shall act as sole arbitrators, shall be:

- Elaine Doyle
- Christopher Sullivan

- Koml Kandola
- Amanda Rogers

(m) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9 excepting Article 9.02.

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

(o) Any suspension for alleged cause that is not dealt with under this section shall be referred immediately to section 8.05 for resolution.

ARTICLE 9 - ARBITRATION

9.01

(a) **Composition of Board**

Should the parties 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 shall at the instance of either party, be referred to arbitration within thirty (30) days of the step 3 decision.

One of the following arbitrators will be appointed to hear the matter, in rotation, unless the parties agree otherwise:

Panel of Arbitrators:

- Christopher Sullivan
- John Hall
- Koml Kandola
- Amanda Rogers
- Elaine Doyle

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

Where the parties mutually agree, the matter may be heard by an arbitration board of three (3) members. The board will be chaired by the arbitrator next up in the rotation above, unless

the parties agree otherwise. Each party will appoint their own nominee to the board and will be responsible for their own nominee's expenses.

The decision of the single arbitrators, or the majority of the arbitration board shall be final and binding upon the Employer, the Union, and the employees concerned.

(b) **Dismissal/Suspension**

If the dismissal or suspension of an employee for alleged cause is not settled at step 3 of the grievance procedure, such grievance shall be referred to the 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 below:

- Christopher Sullivan
- John Hall
- Koml Kandola
- Amanda Rogers
- Elaine Doyle

Where the arbitrator who is in line to hear a dismissal/suspension case under this clause advises the Union the their next available hearing date is more than two months away, the Union has the right to pursue the next arbitrator in the rotation, and so on, until an arbitrator becomes available who can provide an earlier hearing date.

9.02 Authority of Arbitration Board

The arbitration board shall have the authority to provide a final and conclusive settlement of a dispute arising under this Collective Agreement. Such authority will be exercised consistent with the *Labour Relations Code* and the provisions of the Collective Agreement.

9.03 Time Limit for Decision of Arbitration Board

A board of arbitration established under this article of the Collective Agreement shall have twenty (20) 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.

9.04 Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness. The Union shall reimburse the employee's wage to the Employer in cases where the witness has been called by the Union.

9.05 Arbitration Board Hearings

The Employer shall grant leave without pay where operational requirements permit, to a reasonable number of employees representing the Union before an arbitration board, provided the dispute involves the Employer.

In the event that operational requirements do no permit, then the arbitration will be rescheduled to a mutually agreed time.

9.06 Expenses of Arbitration Board

Each party shall bear the expenses of the nominee appointed by such party and shall pay half of the expenses of the chairperson and of the stenographic and other expenses of the board, unless paid by the Labour Relations Board of the Province of British Columbia.

9.07 Reinstatement of Employees

If the arbitration board finds that an employee has been unjustly laid off, 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 with all their rights, benefits and privileges which they would have enjoyed if the lay-off, suspension or discharge had not taken place.

Provided however, if it is shown to the board that the employee

has been in receipt of wages during the period between lay-off, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

ARTICLE 10 - DEFINITION OF EMPLOYEE STATUS

10.01 Regular Full-Time Employees

A regular full-time employee is one who works full-time on a regularly scheduled basis as defined in Article 22. Regular full-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

10.02 Regular Part-Time Employees

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement, subject only to the "Addendum on Part-Time Employees".

10.03 Casual Employees

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

10.04 Restriction of Employee Status

The status of all employees covered by this agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 8, section 8.04 - Grievance Procedure. In the event that it is determined that an employee

has been improperly classified, such employee shall be reclassified effective immediately, and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

ARTICLE 11 - INCREMENTS

11.01

(a) Regular full-time and regular part-time employees shall move to the increment step indicated by calendar length of service with the Employer.
(b) All Employees affected by this agreement shall automatically move to the pay rate bracket indicated in accordance with their service with the Employer.
(c) Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

ARTICLE 12 - PROBATIONARY PERIOD

12.01 For the first four-hundred-and-fifty (450) hours worked with the Employer or three (3) months, whichever occurs first, an employee shall be a probationary employee. For the purposes of this provision only, any absence from work during this period will not be included in the calculation of continuous service. Employee suitability for seniority-rated employment will be determined during probation. Employees may be transferred or dismissed by the Employer if the Employer finds the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

By written mutual agreement between the Employer and Union, the probationary period may be extended by one (1) calendar month, provided written reasons are given for requesting such extension. Agreement shall not be unreasonably withheld.

12.02 Upon completion of the probationary period, the initial date

of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

12.03 When the Employer feels the employee is in need of a meeting, the Employer will meet with the probationary employee at least once during their probationary period to discuss and provide feedback about the employee's progress. The Employer will endeavour to hold such meeting near the midpoint of the probationary period. This will not preclude the Employer from meeting earlier with the probationary employee when determined necessary by the Employer.

ARTICLE 13 - EVALUATION REPORTS, PERSONNEL FILES

13.01 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.

13.02 Personnel File

An employee or the secretary-business manager of the Union (or their designated representative), with the written authority of the employee, shall be entitled to review and to receive upon request, copies of any document in 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 secretary-business manager of the Union, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.

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

ARTICLE 14 - SENIORITY

14.01 Promotion, Transfer, Demotion, Release

In the promotion, transfer, demotion, or release of employees, efficiency, required qualifications (including initiative), and seniority shall be determining factors. Each of the three determining factors will be accorded equal weight.

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 three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

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

14.03 Temporary Promotion or Transfer

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

14.04 Promotions

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

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

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

14.05 Transfers

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

A regular employee transferred upon the employee's request to a job with the same pay rate structure as their former job, who has

the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary date of their prior job.

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

14.06 Demotions

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

14.07 Re-employment After Retirement

Employees who have reached retirement age as prescribed under the *Pension (Municipal) Act* and 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 earned up to the date of retirement shall be continued or reinstated.

14.08 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.

14.09 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.

14.10 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.

ARTICLE 15 - JOB POSTINGS AND APPLICATIONS

15.01 Job Postings and Applications

If a vacancy or a new job is created for which Union personnel reasonably might be expected to 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 the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the 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. Where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the requirements of Articles 14. If the application of this paragraph requires the employer to pay overtime to the employee pursuant to Article 23, the proposed move shall not be made;
ii. By employees registered for casual work in accordance with the casual addendum; and
iii. 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.

(c) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph (b)(i) above shall be considered unavailable for such temporary vacancy.

A part-time employee who has accepted a temporary vacancy referred to in paragraph (b)(i) above which conflicts with a casual assignment shall be considered unavailable for such casual assignment.

Where an employee declines an offer to work under (b)(i) the Employer need not offer the work again to that employee under (b)(ii), if they are also registered for casual work.

(d) By mutual agreement, the parties may vary the job posting process set out in Article 15.01.

(e) 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:

i. The change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith;

ii. 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); and
iii. The Employer has given notice of displacement to affected employees.

In the application of this paragraph, the burden of proof shall be on the Employer to demonstrate that it has complied with the above requirements.

(f) The Employer shall also consider applications from those employees with the required seniority who are absent from their normal places of employment on approved leaves of absence, and who have filled in an application form stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

(g) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of the Union personal pursuant to paragraph (a) to (d) above.

(h) A copy of all postings shall be sent to the HEU secretary-treasurer of the local within the aforementioned seven (7) calendar days.

(i) 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.

(j) 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 16 - JOB DESCRIPTIONS

16.01 The position of each regular employee shall be assigned to an appropriate job description.

16.02 The Employer shall draw up job descriptions for all positions and classifications for which the Union is the certified bargaining agent. Job descriptions shall contain the job title, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties and the date prepared.

The said job descriptions shall be presented in writing to the secretary-business manager or their designate and local chairperson and shall become the recognized job descriptions unless written notice of objection thereto, set out in specific detail, is given by the Union within forty-five (45) days.

16.03 Each regular employee shall be provided with a copy of the agreed to job description for their position.

16.04 In the case of a newly created job or classification, or where an existing job or classification is changed to the extent that it becomes a new classification, the Employer shall remit such job descriptions and the remuneration proposed, as outlined above.

16.05 The parties will meet at step 3 of the grievance procedure to review the job description. If an agreement cannot be reached the issue/s may be submitted to arbitration. The board or the sole arbitrator, as the case may be, shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.

16.06 Any decision to adjust the wage rate, either by the parties or the board, shall be retroactive to the date the complaint was filed.

ARTICLE 17 - NOTICE OF NEW AND CHANGED POSITIONS

17.01 New Positions

In the event the Employer shall establish any new position failing within the scope of the bargaining unit, 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 forty-five (45) calendar days after such notice, such classification and wage rate shall be considered to have been agreed. Where the Union objects to the classification and wage rate, it shall provide reasons for the objection in writing. If no agreement can be reached between the Employer and the Union within a further twenty-one (21) days the issue will be put to expedited arbitration in accordance with the provisions of Article 8.08.

If the classification and/or wage established by the Employer for such new position are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.

17.02 Change in Duties

In the event the Employer significantly changes an existing position, the Employer shall give written notice to the Union with respect to changes in job content, and/or required qualifications, along with any change in the job classification and/or wage rate.

If notice of objection is not received from the Union within forty-five (45) calendar days after such notice, then the classification and wage rate shall be considered to have been agreed. When the Union objects to the classification and wage rate, it shall supply specific reasons for the objection in writing. If no agreement can be reached between the Employer and the Union within a further twenty-one (21) days, the issue will be put to expedited arbitration in accordance with the provisions of Article 8.08.

If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date of the change in job content and/or requirements.

17.03 If any employee considers there has been a significant change to the job content of the position held, the employee may initiate a grievance as per Article 8. If the issue is not resolved under Step Three, it may be referred to expedited arbitration, Article 8.08.

ARTICLE 18 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

18.01 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.

18.02 Definition of Displacement

Any employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment, as a result of a change in process or method of operation, as a result of economic constraints, or as a result of a reorganization of the workforce, or a component thereof.

18.03 Notice of Displacement

The Employer shall notify the Union of any proposed labour adjustment initiative at the time the initiative is proposed or sixty (60) days in advance, whichever is greater.

Employees affected will be allowed a training period to acquire the necessary skill(s) for retaining employment with the Employer.

After notice has been given, the committee on labour relations and the Union committee shall meet, in good faith, and endeavor to develop an adjustment plan, which may include provisions respecting any of the following:

a) Consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
b) Human resource planning and employee counseling and retraining;
c) Notice of termination;
d) Severance pay;
e) Entitlement to pension and other benefits including early retirement benefits; and
f) A bipartite process of overseeing the implementation of the adjustment plan.

Time spent by members of the committee shall be governed by Article 7.04 - Committee Meetings.

18.04 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not affect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

If an employee who transfers to a job under this clause opts out during the qualifying period or successfully posts into another position, then the former employee shall have the right to return to the position, if desired, without posting.

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 three percent (3%) of their existing pay rate.

18.05 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 14.01 and Article 19.

18.06 Job Training

The Employer and the Union agree to discuss, under Article 7, the issues related to training and skill upgrading for the following purposes:

a) For planning and implementing training programs for those employees affected by technological change;
b) For planning and implementing training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
c) For planning and implementing training programs for those employees affected by new methods of operation;
d) For planning and implementing training programs in the area of general and specialized skill upgrading and maintenance.
e) Current employees shall be given priority for training programs.

Whenever necessary, this committee shall seek the assistance of external training resources such as the Human Resources Development Canada and Provincial Ministry of Human Resources or other recognized training institutions.

ARTICLE 19 - REDUCTION IN WORK FORCE

19.01 In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are

qualified and willing to do the work of the employees laid off.

19.02 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) Less than two (2) years' seniority twenty-eight (28) calendar days.
(b) Three (3) years seniority - thirty-five (35) calendar days.
(c) Four (4) years seniority - thirty-five (35) calendar days.
(d) Five (5) years seniority - forty (40) calendar days.
(e) Six (6) years seniority - forty-eight (48) calendar days.
(f) Seven (7) years seniority - fifty-six (56) calendar days.
(g) Eight (8) years seniority or more - sixty-four (64) calendar days.
(h) Nine (9) years seniority or more - sixty-nine (69) calendar days.
(i) Ten or more (10+) years seniority or more - seventy (70) calendar days.

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

19.04 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. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 18.04 of this agreement.

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

of such notice shall be sent to the secretary-treasurer of the local.

ARTICLE 20 - TERMINATION OF EMPLOYMENT

20.01 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.

20.02 Employee's Notice of Termination

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

Employees shall be paid all earned vacations.

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

20.03 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 21 - SCHEDULING PROVISIONS

21.01

(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 dates.

ii. The Employer will not make temporary alterations to the posted schedule without the mutual agreement of the employees affected, and provided that there are no regular part-time or casual employees available to do the work.

iii. This provision shall not require an employee to alter their work schedule.

(b) There shall be a minimum of twelve (12) 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 twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 23.

(d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) 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 will be allowed to exchange shifts with other employees for personal convenience under the following conditions:

i. The employees exchanging shifts shall assume full responsibility for the coverage of the shift to which they change;

ii. The employee being replaced must be replaced by another employee appropriately qualified, as determined by the administrator or designate;

iii. The exchange must receive prior approval which will not be unreasonably withheld, from the administrator or their designate; and

iv. There is no increase in cost to the Employer.

(f) If the Employer permanently alters the posted work schedule without giving fourteen (14) calendar days' notice of the change, the affected employees shall be paid overtime rates for the first shift worked pursuant to Article 23. Notice of the change shall be confirmed in writing as soon as possible.

(g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

ARTICLE 22 - HOURS OF WORK

22.01 Continuous Operation

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

22.02 Hours of Work

(a) The hours of work for each regular full-time employee covered by this agreement, exclusive of meal times, shall be thirty-seven-and-one-half (37½) hours per week or an equivalent mutually agreed to by the Employer and the Union.

(b) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one-hundred-and-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-and-seventeen (117) days off, they shall be paid extra at the applicable overtime rate for each day/hour by which their total number of days/hours off falls short of one-hundred-and-seventeen (117) days, except that they shall not again be paid for any day for which they were paid overtime in accordance with Article 23 or Article 30.04.

(c) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 23.

22.03 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 paid period.

Each rest period shall have a 15 minute duration.

(b) **Meal Periods**

i. All employees covered by the Collective Agreement, working five (5) or more hours, shall receive a one-half (½) hour unpaid meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

ii. When an employee is designated either expressly or implicitly to be available for work during a meal period and:
   1. the employee is scheduled to work a 7.5 hour shift and receives thirty (30) minutes for a meal period exclusive of the 7.5 hour shift, then the employee shall receive 8.0 hours pay at regular rates;
   2. the employee is scheduled to work a 7.5 hour shift and does not receive thirty (30) minutes for a meal period exclusive of the 7.5 hour shift, then the employee shall receive 7.5 hours pay at regular straight time rates plus thirty (30) minutes pay at time-and-one-half (1½ x) the regular rate;
   3. in the event an employee in (1) above is recalled to duty during their meal period, and is unable to recover the un-obtained portion of their break, the provisions of (2) apply.

22.04 Split Shifts

No split shifts shall be worked except in cases of emergency, and all other options have been exhausted.

22.05 Part-Time Employees

The Employer shall eliminate, as far as possible, all part-time employees.

ARTICLE 23 - OVERTIME

23.01 Overtime means authorized services performed by an employee in excess of the normal daily full shift hours or weekly full shift hours as set out in Article 22 - Hours of Work.

(a) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 22, or who are requested to work on their scheduled off-duty days, shall be paid:
   i. The rate of time-and-one-half (1½ x) of their basic hourly rate of pay for the first three (3) hours of overtime on a scheduled work day and double-time (2x) thereafter;
   ii. The rate of time-and-one-half (1½ x) of their basic hourly rate of pay for the first five (5) hours of overtime on a scheduled day off and double-time (2x) thereafter.

(b) 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.

(c) 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.

23.02 If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided in Article 30, the employee shall be paid overtime at the rate of time-and-one-half times (1½ x) the premium statutory holiday rate for all hours worked beyond seven-and-a-half hours (7½) in that day.

23.03 Employees required to work on a scheduled day off shall receive the overtime rate as provided in Article 23.01 but shall not have the day off rescheduled.

23.04 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 except as provided in 23.05 below.

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

23.05 An employee who works two-and-one-half (2½) hours of overtime immediately before or following their scheduled hours of work shall receive one-half (½) hour unpaid meal break and will be provided with a complimentary meal by the Employer in order that they may take a meal break either at or adjacent to their place of work.

(a) This clause shall not apply to part-time employees until the requirements of Article 23.09 have been met.

23.06 Overtime is not mandatory, and may be refused by an employee, except in the case of emergency.

Where an employee does not agree that an emergency exists, they shall work the overtime and may file a grievance later.

23.07 An employee required to work overtime 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.

23.08 Overtime shall be offered in a fair and equitable manner.

ARTICLE 24 - SHIFT PREMIUMS

24.01 Employees working the evening shift will be paid a shift premium of one-dollar-and-twenty-cents ($1.20) per hour for the entire shift worked. The evening shift shall be defined as any shift in which the major portion occurs between 4:00 p.m. (1600 hours) and 12:00 midnight (2400 hours).

24.02 Employees working the night shift will be paid a shift premium of one-dollar-ten-cents ($1.10) per hour for the entire shift worked. The night shift shall be defined as any shift in which the major portion occurs between midnight (2400 hours) and 8:00 a.m. (0800 hours).

24.03 Employees working weekends will receive a weekend premium of ninety-five-cents ($0.95) per hour for the entire shift worked. A weekend is defined as 0001 hours Saturday and 2400 hours Sunday.

ARTICLE 25 - CALL-BACK

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

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return, or if the employee normally drives their automobile to work, an allowance of Canada Revenue Agency mileage rate per kilometer from the employee's home to the Employer's place of business and return. The minimum allowance shall be five dollars ($5).

ARTICLE 26 - CALL-IN - STATUTORY REQUIREMENT

Any employee, except those covered by Article 25.01, reporting for work at the call of the Employer shall be paid their regular rate

of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at their regular rate of pay if they do not commence work, and a minimum of four (4) hours' pay at their regular rate if they commence work.

ARTICLE 27 - ON-CALL DIFFERENTIAL

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

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

27.02 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 28 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

28.01 In the event of an employee relieving in a higher-rated job, the employee shall receive the hourly rate of the position they are relieving for any and all hours relieving.

28.02 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.

28.03 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 for any and all hours assigned to these extra duties.

ARTICLE 29 - TRANSPORTATION ALLOWANCE

29.01 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 of Canada Revenue Agency mileage rate

per kilometer. Minimum allowance shall be five dollars ($5).

29.02 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" to a maximum of one-hundred-and-fifty-dollars ($150) per year.

29.03 Use of an employee's vehicle to conduct Employer business is strictly at the employee's discretion and is not considered a requirement of employment.

ARTICLE 30 - STATUTORY HOLIDAYS

30.01 Statutory Holidays

Employees will be entitled to thirteen (13) statutory holidays and such other holidays as may be in future proclaimed or declared by the provincial government:

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

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one-hundred-seventeen (117) days per year [two (2) days per week plus a minimum of thirteen (13) statutory holidays].

If at the end of a year [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 at overtime rates as per Article 23 for each day by which their total number of days off falls short of one-hundred-seventeen (117), except that they shall not again be paid for any day for which they were paid overtime under Article 23 or Article 30.04.

An employee who is required to work on a day which was scheduled as a statutory holiday and receives less than fourteen (14) calendar days' notice of such requirement will receive pay at the rate of one-and-one-half times (1½ x) the premium holiday rate for the shift and will have such statutory holidays rescheduled in addition to such overtime pay.

30.02 Super Stats

Employees who are required to work on Good Friday, Labour Day, or Christmas Day shall be paid double their basic hourly rate. Payment under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

30.03 When an employee has been on sick leave that is inclusive of one or more working days prior to a hospital scheduled statutory holiday and one or more working days following such facility scheduled statutory holiday, then the facility scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee may be required by the Employer to provide proof of illness from a medical practitioner. The provisions of Article 30.01, paragraph 3, shall not apply to facility scheduled statutory holidays rescheduled in accordance with this paragraph. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

30.04 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 (1½ x) their basic hourly rate of pay. Payment of premiums under this provision does not detract from statutory holiday

entitlements otherwise owing to the employee.

30.05 If an employee terminates during the year, they shall be entitled to the same portion of one-hundred-and-seventeen (117) days off that their period of service in the year bears to a full year.

30.06 Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible. Where mutually agreed between the employer and the employee, such equivalent days may schedule at times not connected to the employee's regularly scheduled time off.

30.07 Employees requesting specific dates for their statutory holidays will be required to provide the requested date one (1) calendar month in advance. The Employer will make a reasonable effort to accommodate requests submitted in this manner.

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

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

30.10 All employees scheduled to work on any of the statutory holidays as listed in Article 30 shall not have their normal hours of work reduced.

ARTICLE 31 - VACATIONS

31.01 Vacation Entitlement

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

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

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

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

- From 1–3 years' continuous service: 15 work days' vacation.
- From 4–7 years' continuous service: 20 work days' vacation.
- From 8–12 years' continuous service: 25 work days' vacation.
- From 13–19 years' continuous service: 29 work days' vacation.
- From 20–24 years' continuous service: 30 work days' vacation.
- 25 or more years' continuous service: 32 work days' vacation.

31.02 Vacation Period

Vacation time earned up to July 1st as indicated in Article 31.01 shall be granted as follows:

(a) Sixty percent (60%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.
(b) Forty percent (40%) of the employees shall be scheduled and granted vacations during the remainder of the year.

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.

31.03 Submitting Vacation Requests

Employees requesting vacation between January and June must have said vacations submitted prior to September 30th in the preceding year.

Employees requesting vacation between July and December must have vacation requests submitted prior to February 28th (29th in a leap year) in said calendar year.

For each vacation request period, the Employer will respond to the requests within two weeks of the request deadline (October 15th for September 30th and March 15 for February 28th (29th in a leap year) respectively, in writing, and will post the approved vacation schedule on the bulletin board.

Employees who do not submit requests during the above times will not automatically have their vacation scheduled according to seniority, but according to what is still left available. If vacation requests are not submitted within a reasonable time frame after the deadline, employees may have their vacations scheduled for them.

All vacation times, once scheduled, will only be exchanged by mutual agreement between Employer and employee. Employees requesting a vacation change of date must submit their new vacation requests at the time of the change request.

31.04 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 into not more than four (4) periods at the employee's discretion.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall

prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period, but only after all other "first", "second" and "third" vacation periods have been posted.

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

31.05 Vacations Non-Accumulative

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

31.06 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 31.01.

31.07 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of their vacation, or becomes sick or is injured while on 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.

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

ARTICLE 32 - BEREAVEMENT LEAVE

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

Up to two (2) days, with pay, will be granted to regular full-time and part-time employees for travel time associated with the bereavement leave. Such approval shall not be unreasonably withheld.

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.

ARTICLE 33 - SICK LEAVE, WORKSAFEBC, INJURY-ON-DUTY

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

33.02 Sick Leave, WorkSafeBC, Injury-On-Duty

At the end of each full year of continuous service an employee may opt as follows:

(a) Be paid out at the employee's current rate of pay for unused sick days at seventy percent (70%) of their value, subject to maintaining a minimum bank of five (5) days on December 31 of each year. The number of days paid out is at the employee's option subject to the minimum requirement.
(b) If the employee's bank is greater than 350 hours at the end of the year, payout for the number of days above 350 hours will be automatic.
(c) Regular employees transferring to casual status are not entitled to access their sick leave benefits until such time as they may revert to regular status and will lose their banked sick leave credits upon termination of employment if their status is casual status at that time. Regular employees will also be paid out their banked sick leave credits at seventy percent (70%).

The Employer will inform all employees of any administrative procedures required to exercise these options.

33.03 Regular full-time and regular part-time employees shall be credited with twelve (12) sick days at the beginning of each year, to a maximum bank of three-hundred-and-fifty (350) hours.

Casual employees and part-time employees accruing less than the minimum number of days statutorily required, will be provided with sick leave in accordance with the *Employment Standards Act* and regulation. This benefit for casual employees (and any topped up sick leave for part-time employees) does not accrue and will not be carried over in their accrual bank.

33.04 Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to provide reasonable proof of sickness. This will be done in accordance with the B.C. *Employment Standards Act*. 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.

If the Employer requires a functional abilities form, the cost of said form shall be borne by the Employer.

33.05 Injury-on-duty leave with pay shall be granted for the one (1) day or less not covered by the *Workers' Compensation Act*.

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

33.07 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.

33.08 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 employees' working hours, sick leave with pay shall be granted.

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

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to prove sickness or

incapacity and provide a medical opinion as to the expected date of return to work. The Employer's decision for further leave of absence without pay shall be in writing.

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

33.10 Employees with less than one (1) years' service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) 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.

33.11 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.

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

33.13 Personal Leave

The Employer will provide to each regular employee, three (3) paid personal leave days, to be drawn from the employee's sick bank.

Such personal leave days can be used at the employee's discretion for personal reasons.

Personal leave days must be used in the presenting calendar year and will not carry over to the following year.

ARTICLE 34 - EDUCATIONAL LEAVE

34.01 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 incurred in taking the course and/or examination shall be paid by the Employer.

34.02 The parties recognize the value of in-service and of encouraging employees to participate in in-service. Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

It is the intention of the parties to encourage as many employees as possible to participate in in-service programs.

34.03 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.

ARTICLE 35 - JURY DUTY

An employee who is subpoenaed by the crown for jury duty, or as a witness for the crown or the defense (not being themselves a party to the proceeding), shall continue to receive their regular pay and benefits. The employee shall turn over to the Employer any

monies they receive from the court on the days they are normally scheduled to work, providing this does not exceed their regular pay rate.

The employee shall not be required to turn over allowances received for travelling and meals.

ARTICLE 36 - LEAVE - UNPAID

36.01 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.

36.02 Unpaid Leave - After Three Years

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

36.03 Unpaid Leave - Affecting Seniority and Benefits

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall

accumulate benefits and seniority and receive credit for previously earned benefits upon expiration of the unpaid leave.

The application of this article will be in accordance with the *Employment Standards Act*, and applicable to all references regarding unpaid leave impact on benefits.

36.04 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 8.01, 8.02, 8.03, 9.04, 9.05, 13.01, 13.02, and 54.01.

(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 fourteen (14) 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 fourteen (14) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

36.05 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.

36.06 Compassionate Care Leave

Family member means:

A member of an employee's immediate family, as defined in the *Employment Insurance Act*.

(a) An employee who requests leave under this article is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with significant risk of death within 26 weeks, or such other period as may be prescribed, after:

i. The date the certificate is issued; or

ii. If the leave began before the date of the certificate is issued, the date the leave began.

(b) The employee must give the Employer a copy of the certificate as soon as practicable.

(c) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.

(d) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
   i. The family member dies;
   ii. The expiration of 26 weeks or other prescribed period from the date the leave began.

(e) A leave taken under this section must be taken in units of one or more weeks.

(f) If an employee takes a leave under this section and the family member to whom subsection (b) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (b), and subsections (c) to (f) to the further leave.

Employees may reference the *Employment Insurance Act* or Service Canada websites for more information.

36.07 Employment Standards Leaves

(a) The Employer recognizes there are a variety of unpaid leaves under the B.C. *Employment Standards Act*, including but not limited to:

- Leave respecting the disappearance of a child;
- Leave respecting the death of a child;
- Leave respecting domestic or sexual violence (which includes a paid portion of leave);
- Critical illness leave; and

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

amended from time to time. Any staff member who feels they might be eligible for any of the above leaves should contact the Employer.

(b) **Family Responsibility Leave**
Employees may request and will be approved for up to five (5) unpaid days leave each year to attend to the care, health or education of a child or a dependent in the employee's care, or to the care or health of any other member of the employee's immediate family. Immediate family for this article means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

(c) Seniority and service will accrue as required under the *Employment Standards Act.* The Employer shall maintain the employee's benefits coverage during employment standards leaves in the same manner as if the employee was at work.

36.08 Ceremonial, Cultural, Spiritual and Compassionate Leave for Indigenous Employees

Indigenous employees may request up to three (3) days of unpaid leave per calendar year to participate in ceremonial, cultural, or spiritual events. When requesting such leave, the employee will advise the Employer of the nature of the event they are attending and provide the Employer with as much advance notice as possible [and no less than seven (7) calendar days' notice]. Requests for such leave will not be unreasonably denied.

36.09 An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow the provisions of unpaid leave of absence unless otherwise provided for within the Collective Agreement. The Union, the Employer, and the employee will work together to tailor the general transition plan to the employee's particular needs based upon the direction and advice provided

from a medical practitioner.

ARTICLE 37 - MATERNITY AND PARENTAL LEAVE

37.01 Maternity Leave

Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *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.

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

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

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

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

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

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

An employee who requests leave after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

An employee who requests leave is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee's leave ends.

37.02 Parental Leave

(a) Upon written request an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay [or sixty-one (61) consecutive weeks in the case of birth mother who takes maternity leave under Article 37.01]. The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to section 12(7) of the *Employment Insurance Act*.

(b) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date. In adoption leave, the employee shall make every effort to provide at least 4 weeks' notice when possible.

(c) Leave taken under this clause shall commence:

i. In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 37.01 or following the adoption;

ii. In the case of the other parent, following the adoption or the birth of the child and commence within the seventy-eight (78) week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3. Such leave request must

be supported by appropriate documentation.

37.03 Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave. The Employer shall maintain the employee's coverage and pay the premiums under the medical, dental, extended health care, group life and pension plans for the full period of maternity and parental leave.

ARTICLE 38 - ADOPTION LEAVE

An employee is entitled to adoption/parental leave pursuant to Article 37.02.

ARTICLE 39 - HEALTH CARE PLANS

39.01 Medical Plan

Eligible regular employees and dependents shall be covered through the British Columbia Services Plan by a carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one-hundred percent (100%) of the premium for all employees.

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months' employment, unless covered through another source, or spouse.

39.02 Dental Plan

(a) Eligible regular employees shall be provided with a dental plan covering one-hundred percent (100%) of the costs of the basic plan (Plan A), and fifty percent (50%) of the costs of the major restorative plan (Plan B).
(b) The dental plan shall cover eligible regular employees, their spouses, and children until the age of 21 or 25 if full-time students.
(c) The Employer shall pay eighty percent (80%) of the premium.
(d) Deductible amount per calendar year: single $25, family $50.

(e) Annual calendar year maximum for Plan A and Plan B combined: $2,000.

39.03 Extended Health Care Plan

(a) The Employer shall pay eighty percent (80%) of the monthly premiums for the extended health care coverage for eligible regular employees and their families under Equitable Life of Canada.

(b) In addition to benefits normally provided under the extended health care plan, extended health care coverage so provided shall include:

- 100% reimbursement percentage, except for the drug plan, which shall be 90%.

Benefits:

- Pay direct drug plan #64.
- Major services, including travel assistance.
- Private hospital.
- Vision care: vision care is provided to a maximum of $360. Coverage will be for the employee and any eligible dependents of the employee but will not exceed $360 in any 24-month period. As well, eye examinations will be covered to a maximum of $125. Coverage will be for the employee or eligible dependant of the employee but will not exceed $125 in any 24-month period.

(c) **Long Term Disability:**
The Employer will implement an agreed to long term disability plan for employees working an average of 20 hours per week which is one-hundred percent (100%) Employer paid. The summary of the plan is at Appendix A.

39.04 Dependents enrolled in vocational training programs, apprenticeship programs, or university or college programs shall be entitled to coverage under the health care plans for the duration of their program if such program qualifies dependent as a full-time student and they are under the age of 25.

39.05 Eligibility

Employees must be regularly scheduled to work an average of eighteen (18) hours per week in order to be covered by medical, dental and extended health plans.

ARTICLE 40 - GROUP LIFE INSURANCE

40.01 The Employer shall provide a group life insurance plan to all employees working more than eighteen (18) hours a week.

40.02 The plan shall provide one times annual earnings to the next $1,000 (if not already a multiple of $1,000) to a maximum benefit of $100,000.

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

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

40.05 On the employee's 67th birthday, the amount of insurance will be reduced by fifty percent (50%).

ARTICLE 41 - PENSION PLAN

41.01 The Employer will establish a defined contribution pension plan which will cover regular employees in the bargaining unit.

41.02 The Employer will match contributions for participating employees which shall be in the amount of 3% of straight-time earnings.

41.03 The Employer will provide the details of the plan when requested.

ARTICLE 42 - EMPLOYMENT INSURANCE COVERAGE

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

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

ARTICLE 43 - UNIFORMS

43.01 Uniforms

Appropriate change rooms must be supplied when employees are required to change clothing at work.

43.02 Joint Committee on Uniforms

Concerns in respect to uniforms may be discussed in the Union/management committee under Article 7.

43.03 Uniform Allowance

If the Employer requires an employee to supply and/or maintain specified clothing in place of a uniform which would otherwise be supplied and maintained (for jobs involving the direct care of patients) then a clothing/maintenance allowance of twenty dollars ($20) per month shall be paid to full and part-time employees.

This allowance does not apply to non-patient areas.

ARTICLE 44 - PREVIOUS EXPERIENCE

44.01 Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience may be taken into consideration.

44.02 A former employee, re-engaged for a previous job, who has been absent from employment in a health care institution for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

ARTICLE 45 - MORE FAVOURABLE RATE OR CONDITION

No employee who is at present receiving a more favorable 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.

ARTICLE 46 - PAY DAYS

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

(a) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave and vacation credits earned, and an itemization of all deductions.
(b) When a pay day falls on a non-banking day, the pay cheque shall be given prior to the established pay day.
(c) Employees on evening shift paid by cheque shall receive their pay cheques on the day immediately prior to pay day.
(d) Employees on night shift paid by cheque shall receive their pay cheques on the morning of pay day at the conclusion of their shift.
(e) Employees paid by cheque whose days off coincide with pay day shall be paid, as far as practicable, on their last working day preceding the pay day, provided the cheque is available at their place of work.
(f) The pay for an annual vacation to which an employee is entitled shall be paid to the employee on regular pay days during the employee's annual vacation.
(g) If the Employer implements a system of direct deposit, the employee will be given the option of being paid by cheque or direct deposit.

ARTICLE 47 - BADGES AND INSIGNIA

47.01 Employees shall be required to wear SGPL name tags which will be provided by the Employer at no expense to the employee.

47.02 Employees shall be permitted to wear Union pins or shop steward badges. Employees shall be permitted to wear pins from recognized health care organizations. During the term of the

Collective Agreement, employees will not wear more than two (2) modest sized pins at any time.

ARTICLE 48 - 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.

ARTICLE 49 - NOTICE OF UNION REPRESENTATIVE VISITS

The Union shall inform the Employer at least twenty-four (24) hours in advance of when the Union representative intends to visit the Employer's place of business for the purpose of conducting Union business.

ARTICLE 50 - UNION ADVISED OF CHANGES

The Union secretary-business manager shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this agreement.

ARTICLE 51 - EMPLOYER PROPERTY

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

51.02 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, provided such personal property is an article of use or wear of a type suitable for use while on duty.

51.03 Where an employee is charged with an offense resulting directly from the proper performance of their duties and is subsequently found not guilty, the employee shall be reimbursed

for reasonable legal fees.

51.04 All Employers currently supplying tools to employees shall continue to supply tools to employees. All Employers shall supply tools to employees upon the requirement of the Employers that the employees provide tools calibrated to the metric scale. All Employers shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

ARTICLE 52 - VACCINATION AND INOCULATION

52.01 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.

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

ARTICLE 53 - OCCUPATIONAL HEALTH AND SAFETY

53.01 Occupational Health and Safety Committee

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

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

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 Industrial Health and Safety Regulations.

(b) Employees who are members of the committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the joint committee. Employees who are members of the committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in workplace inspections and accident investigations at the request of the committee pursuant to the WorkSafeBC Industrial Health and Safety Regulations.

(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) The occupational health and safety committee may use the

resources of WorkSafeBC to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents, WHMIS, and the role and function of the occupational health and safety committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.

(e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting 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.

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

53.02 Aggressive/Responsive Residents

When the Employer is aware that a patient/resident has a history of aggressive/responsive behavior, 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/responsive behavior. In service and/or instruction in caring for the aggressive/responsive patient/resident and on how to respond to a patient's/resident's aggressive/responsive behavior will be provided by the Employer. 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.

53.03 Health and Safety Stewards

The Employer agrees to the operation of a health and safety steward system, for the purpose of performing health and safety investigation. The system shall be governed in the following manner:

(a) Health and safety stewards may be appointed by the Union on the basis of one (1) steward for every one-hundred (100) employees covered by this agreement or major portion thereof, with a minimum number of two (2) health and safety stewards.
(b) Health and safety stewards shall have the right to conduct health and safety investigations without loss of pay.
(c) It is recognized those appointed as safety stewards will be the Union members of the joint occupational health & safety committee.

53.04 Working Short-staffed

The Employer agrees, where necessary and possible, to replace employees with other HEU employees when an employee is off work due to illness, vacation or leave for any purpose.

53.05 In-Service

The Employer agrees to provide all employees with periodic in-service training on the following topics:

a) Work injuries
b) Stress management
c) Proper body mechanics
d) Cardio-pulmonary resuscitation (CPR)

53.06 Prevention of Workload Problems

(a) The Employer agrees to satisfy the Union that its ongoing hiring practices are sufficient to maintain staffing levels that meet licensing requirements.
(b) The Employer agrees to establish written contingency plans for each department, readily accessible to all staff, setting out those parts of the regular work routine that can be dropped or

postponed safely when staff shortages occur.

(c) The Employer agrees to satisfy the Union that it has planned for adequate staffing levels prior to the expansion of existing facilities.

53.07 Video Display Terminal Equipment

The Union shall have the right to refer any concerns with respect to the operation of video display terminal equipment to the OH&S committee for recommendations.

53.08 Training and Orientation

(a) No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instruction.

(b) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.

53.09 Right to Refuse Unsafe Work

(a) No employee shall be directed to work in an area or under conditions which may jeopardize their health or safety or the health or safety of others. Where in the employee's opinion such circumstances exist, the employee shall have the right to refuse such assignments.

(b) The right to refuse unsafe work shall include the right to refuse to perform heavy lifting duties unassisted.

53.10 Employees' Right-To-Know

(a) The Employer agrees to provide adequate information and training with respect to the Workplace Hazardous Materials Information System (WHMIS).

(b) The Employer agrees to comply fully with WHMIS regulations.

53.11 Communicable Diseases

The Employer agrees to take all necessary safety precautions to deal with the threat of communicable diseases, including adequate education of employees concerning the disease,

provision and training on proper use of Personal Protective Equipment if appropriate and provision of any available precautionary treatments. As per the *Workers' Compensation Act*, the Employer will keep written records of all employees exposed to infectious diseases.

The Employer agrees that all polices regarding infectious diseases will be developed with the occupational health & safety committee.

53.12 Protective Clothing and Equipment

(a) The Employer shall provide all employees working in any unsanitary or potentially hazardous job all necessary tools, protective clothing, and equipment required, including gloves, masks, helmets, safety glasses, and coveralls.
(b) All such clothing, tools, and equipment shall be maintained and replaced at the Employer's expense.
(c) All such clothing, tools, and equipment shall comply with applicable WorkSafeBC regulations concerning same.
(d) Where WorkSafeBC requires an employee to wear certain footwear, such will be provided, maintained, and replaced by the Employer at the Employer's cost.

53.13 Laundry Room Ventilation

The Union shall have the right to refer any concerns with respect to the proper ventilation of the laundry room to the OH&S committee for recommendations.

53.14 Violence in the workplace;

*"*Violence" means the attempted or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that they are at risk of injury.

The requirements for risk assessment, procedures and policies, the duty to respond to incidents and to instruct workers are based

on the recognition of violence in the workplace as an occupational hazard. This hazard is to be addressed by the occupational health and safety program following the same procedures required by this Occupational Health & Safety Regulation to address other workplace hazards.

53.15 Respectful Workplace

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

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

53.16 Working Alone or in Isolation

The Employer will ensure there is a check-in program in place for those who work alone under which conditions may present a risk of disabling injury as outline in the WorkSafe Regulations. This will be done in consultation with those employees who work alone and the occupational health and safety committee.

53.17 Transportation

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

53.18 Critical incident stress defusing

In the event of a critical incident within the workplace, the Employer will make available to all employees on a voluntary basis, access to WorkSafeBC's Critical Incident Response

Program.

ARTICLE 54 - CONTRACTING OUT

The Employer agrees that it 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, functions it intends to contract out after the date of signing this Collective Agreement that could otherwise be performed by the members of the HEU within the facility, except where an emergency exists.

ARTICLE 55 - SEXUAL HARASSMENT

See Article 1.02

ARTICLE 56 - VOLUNTEERS

It is agreed that volunteers may 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.

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

ARTICLE 57 - 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 distribute copies of the agreement to all employees, including new employees.

The Union shall print sufficient copies of the collective agreement

and forward them to the Employer for distribution.

The cost of printing the agreement shall be shared equally between the parties.

The agreement shall be printed in a Union shop and bear a recognized Union label.

In this agreement, including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the agreement by the parties or an arbitration board.

ARTICLE 58 - VARIATIONS

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

ARTICLE 59 - SAVINGS CLAUSE

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

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

ARTICLE 60 - EFFECTIVE AND TERMINATING DATES

60.01 Effective and Terminating Dates

(a) The agreement shall be effective from date of ratification and shall remain in force and be binding upon the parties until

December 31, 2028 and thereafter until a new Collective Agreement has been reached.

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

60.02 Effective Date of Wages and Benefits

All non-compensatory provisions shall be effective from the date of ratification unless otherwise specified in this Collective Agreement.

ARTICLE 61 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

61.01 Employees shall be compensated in accordance with the applicable wage schedules, attachments and addenda appended to this Collective Agreement.

61.02 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.

61.03 Wage Schedule

All employees will receive the following GWI – retroactive to dates listed on a 3-year agreement.

- January 1, 2027: 1.75%
- January 1, 2028: 2%

Classification	Steps	Jan 1, 2026	Jan 1, 2027 GWI	Jan 1, 2028 GWI
			1.75%	2%
Activity/Recreation Coordinator		$31.83	$32.39	$33.04
Personal Care		$29.83	$30.35	$30.96
Housekeeping / Laundry		$24.34	$24.77	$25.27
Receptionist		$27.10	$27.57	$28.12
Night Desk		$24.80	$25.23	$25.73
Administrative Assistant		$27.10	$27.57	$28.12
Accounts Clerk		$27.73	$28.22	$28.78
Scheduler		$29.40	$29.91	$30.51
Recreation		$29.83	$30.35	$30.96
Maintenance		$31.38	$31.93	$32.57
Custodian		$24.67	$25.10	$25.60
Lead Hand		$28.48	$28.98	$29.56
LPN*	1st year	$32.84	$33.41	$34.08
	2nd year	$33.78	$34.37	$35.06
	3rd year	$34.50	$35.10	$35.80
	4th year	$35.48	$36.10	$36.82
	5th year	$36.46	$37.10	$37.84
	6th year	$37.44	$38.10	$38.86
	7th year	$38.42	$39.09	$39.87
	8th year	$39.40	$40.09	$40.89
	9th year	$40.38	$41.09	$41.91
	10th year	$41.35	$42.07	$42.91

* Employees employed on the date of ratification who are earning a rate of pay higher than the rate listed above as of the date of ratification (due to recognition pay associated with provincial wage levelling) will have their current rate of pay red-circled, and will continue to earn that rate of pay until their rate of pay under the wage schedule exceeds that rate.

Should the Health Authority provide the Employer with the opportunity to apply for retroactive funding related to provincial wage levelling for the period of April 1 to December 31, 2025, the Employer will submit such an application. Retroactive payments to employees will be made only upon receipt of this funding, and only to the extent of the amount received. If no funding is received, no retroactive payments will be made. In all cases, employee wage rates will remain as established in the above wage schedule.

ARTICLE 62 - PARKING

The Employer agrees to continue the current practice of providing twelve (12) free off-street parking spaces to all employees on a first come, first served basis, subject to the resident demand for parking.

The Employer will ensure that adequate lighting is installed in the parking area.

ADDENDUM - 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:

   a) Vacation relief;
   b) Sick leave relief;
   c) Education relief;
   d) Maternity leave relief;
   e) Compassionate leave relief;
   f) Union business relief;
   g) Educational leave relief;
   h) Such other leave relief as is provided by the Collective Agreement; or
   i) In an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than sixty (60) calendar days where there is no regular incumbent.

2. Casual employees shall be called in to work in the order of their seniority. Once a casual accepts a work assignment, they are required to work it unless excused due to illness or other bona fide reasons (such as bereavement).

3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within sixty (60) calendar days that position shall be posted and filled pursuant to the provisions of Articles 14, 15.01 and 19 of the agreement.

4. A casual employee who is appointed to fill a position under section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by

successfully bidding into a 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.

(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 causal employee shall be reverted to the casual list.
(b) Where a position is filled by a casual employee under section 3 and that position will last more than six (6) months, that casual employee shall be enrolled in the benefits plans listed below following ninety (90) days in the position with the cost of each plan borne by the employee and the Employer as set out in Article 39 provided always that the employee has completed the probationary period under Article 12:
    i. Medical Plan
    ii. Dental Plan
    iii. Extended Health Care Plan, excluding LTD
    iv. Group Life Insurance
(c) 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 the master agreement except the following:

(a) Article 12 - Probationary Period;
(b) Sections 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.08 and 14.09 of Article 14 - Seniority;
(c) Section 15.01(c) of Article 15 - Job Postings and Applications;

(d) Article 18 - Technological, Automation and Other Changes;
(e) Article 19 - Reduction in the Work Force;
(f) Article 20.01 - Employer's Notice of Termination;
(g) Article 21 - Scheduling Provisions;
(h) Sections 31.03 and 31.04 of Article 31 - Vacations;
(i) Article 32 - Compassionate Leave;
(j) Article 33 - Sick Leave, WorkSafeBC, Injury-On-Duty other than ESA provisions;
(k) Article 34 - Educational Leave other than 34.02;
(l) Article 35 - Jury Duty;
(m) Article 36 - Leave - Unpaid;
(n) Article 37 - Maternity Leave;
(o) Article 38 - Adoption Leave;
(p) Article 39 - Health Care Plans other than as provided in the agreement;
(q) Article 40 - Group Life Insurance Plan;
(r) Article 41 - Pension Plan.

6. Casual employees shall accumulate seniority on the basis of the number of hours worked.

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

(a) Casual employees registered for casual work shall notify the Employer one (1) pay period in advance of the date and times they will be available to work in the upcoming two (2) pay periods (the schedule of pay period dates will be posted in the work site). The Employer shall be obliged to call a casual employee only for those days on which the employee is available.
(b) The Employer shall maintain both:
    i. a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and
    ii. 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.

(c) The Employer shall call by telephone only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of five (5) times. If the employee does not answer after five (5) rings, then the Employer may call the next person on the list, but only after leaving a message advising the employee of the available shift(s) if the opportunity to do so arises after five (5) rings. The Employer will award the available shift(s) to the employee if the shift(s) is still available if and when they call back to accept them.

(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 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 employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.

8. Casual employees shall not be dismissed except for just and proper cause.

However, where a casual employee has not accepted any work for a period longer than three (3) months, the Employer may:

(a) Send a registered letter to the employee or communicate by any other means (e.g. email), copied to the Union, in which the employee is asked to contact the Employer within a period of seven (7) days to discuss their availability or intention to work.
(b) If the employee fails to respond within the seven (7) days the employee's casual status/employment will be terminated, and the Union will be copied on same.
(c) Where the employee does respond and confirm their availability and intention to work, they shall remain on the casual list. However, if they do not accept work during a further three (3) months, their employment will be terminated.
(d) Casual employees who are unavailable due to disability or other approved leave will not be subject to termination due to such unavailability.

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 secretary-business manager of the Union 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 15, casual employees shall serve a probationary period of four hundred and sixty-eight (468) 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 12 of the Collective 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 12.

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) Dividing their number of seniority hours by a factor of 7.5 which shall be deemed to be the number of days worked;

b) Taking the number of days worked derived under subsection (a) herein multiplied by a factor of 1.4 rounded off to the nearest whole number which shall be deemed to be the number of calendar days of

employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.

13. Casual employees shall receive 11.2% of their straight-time pay in lieu of scheduled vacations and statutory holidays.

14. **Health And Welfare Coverage**
All casual employees who have completed 172.8 hours with the Employer may elect to enroll in the following benefit plans - medical services plan, dental plan, and extended health plan if the employee pays the full monthly premiums in advance to the Employer.

An employee making such an election under this provision must enroll in each and every one of the benefit plans and shall not be entitled to except any of them. Where a casual employee subsequently elects to withdraw from the benefit plans, they must withdraw from all three plans. Casual employees failing to maintain the required payments shall have the benefit plans terminated. Those employees who voluntarily terminate or are terminated from the plans by the Employer will not be entitled to re-enroll.

15. 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 converted to hours on the following formula:

a) To determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer multiplied by a factor of 0.714; and then

b) To determine the number of seniority hours, multiply the result obtained under subparagraph (a) by a factor of 7.5.

16. (a) Regular part-time employees may register for casual work under this addendum except that sections 11, 12, 13 and 14 shall not apply. All time worked shall be credited to the employee under the provisions of the Addendum - Part-Time Employees.
(b) All benefits accumulated under the provisions of the Addendum - Part-Time Employees shall be applied to casual work.

17. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

ADDENDUM - PART-TIME EMPLOYEES

The regular part-time employee as defined in Article 10.02 - Regular Part-time Employees, shall receive the same perquisites on a proportionate basis as granted a regular full-time employee, including the following:

(a) **Vacations**
Regular part-time employees shall be credited with and granted vacations as set out in Articles 31.01 and 31.02; that is, 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 31.01 and 31.02.

(b) **Statutory Holidays**
A proportionate amount in accordance with time worked based on the entitlements contained in Article 30 - Statutory Holidays.

(c) **Sick Leave**
A proportionate amount in accordance with time worked based on the entitlements contained in Article 33 - Sick Leave, WorkSafeBC.

(d) **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.

(e) **Increment Progression**
Based on calendar length of service with the Employer.

(f) **Seniority**
Seniority for regular part-time employees is accumulated on an hourly basis.

(g) **Regular Part-Time Employees**
The Employer agrees that it will not create any new regular part-time positions which are less than eighteen (18) hours per week, nor will it reduce any current part-time positions to less than eighteen (18) hours per week.

MEMORANDUM OF AGREEMENT #1

BETWEEN

FAIRWAY PROPERTIES LTD., MAJOR DEVELOPMENT LTD., AND 503394 B.C. LTD., A JOINT VENTURE CARRYING ON BUSINESS UNDER THE FIRM-NAME OF SOUTH GRANVILLE PARK LODGE

AND

HOSPITAL EMPLOYEES' UNION

Re: Regular Part-Time Employees

The Employer agrees that it will not create any new regular part-time positions which are less than eighteen (18) hours per week, nor will it reduce any current part-time positions to less than eighteen (18) hours per week.

MEMORANDUM OF AGREEMENT #2

BETWEEN

FAIRWAY PROPERTIES LTD., MAJOR DEVELOPMENT LTD., AND 503394 B.C. LTD., A JOINT VENTURE CARRYING ON BUSINESS UNDER THE FIRM-NAME OF SOUTH GRANVILLE PARK LODGE

AND

HOSPITAL EMPLOYEES' UNION

Re: Electronic Call-In Procedure

Notwithstanding the Addendum – Casual Employees, the Employer shall reserve the right to introduce an electronic call-in procedure for casual employees during the term of this agreement by providing the Union with thirty (30) days' notice. The Employer will ensure all employees are provided with the orientation to use the new system prior to it commencing.

Upon introduction of an electronic call-in procedure, paragraphs 7(c)-(e) of the Addendum – Casual Employees shall cease to apply, and the following shall apply:

(a) Employees on the casual list shall be called to work in order of seniority as follows:
   i. 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.
   ii. Contact may be made either by 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.

iii. Notice may be sent to several employees simultaneously. The notice will indicate the details of the available work, and the timeline for reply.

(b) The following timelines 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.

(c) A record of calls or electronic communications will be maintained for at least thirty (30) days subsequent to the shift(s) being filled. In the case of a dispute, the Union will have access to the call logs and will be entitled to make photocopies as needed. In the event of a dispute, the call logs will be maintained for the period of the dispute and 30 days after the dispute comes to an end.

(d) The seniority lists for call-in shall be updated quarterly, commencing July 1. Time accumulated in a current period shall not be reckoned 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.

(e) Casual employees hired after a seniority adjustment date shall be added to the list in the order that they were hired.

(f) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.

MEMORANDUM OF AGREEMENT #3

BETWEEN

FAIRWAY PROPERTIES LTD., MAJOR DEVELOPMENT LTD., AND 503394 B.C. LTD., A JOINT VENTURE CARRYING ON BUSINESS UNDER THE FIRM-NAME OF SOUTH GRANVILLE PARK LODGE

AND

HOSPITAL EMPLOYEES' UNION

Re: Nurse Professional Responsibility

Concerns from nursing staff regarding professional practice concerns being any practice concern relating to nursing standards of practice of the provincial regulatory body, including those which may put patients, residents and/or clients at risk, will be addressed as follows:

(a) The nurse will discuss the practice concern with the director of care with the objective of resolving the concern. The nurse may be accompanied by a shop steward.
(b) If the concern is not resolved, the nurse will complete a written statement setting out the practice concern written seven (7) calendar days of their discussion with the manager, with a copy provided to both the Employer and the Union.
(c) The administrator (or their designate) will meet with a Union representative to discuss the practice concern within twenty-one (21) calendar days.

APPENDIX A

Re: Long-term disability plan

In the event of any discrepancy between this document and the GroupHEALTH policy contract, the terms, provisions, and conditions of the GroupHEALTH policy apply.

Section 1 – Eligibility

Regular full-time and regular part-time employees regularly scheduled to work a minimum of 20 hours per week for at least eight weeks in each calendar year quarter shall, upon completion of the three (3) month probationary period, become members of the long-term disability plan as a condition of employment.

Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the following provisions:

(a) Any employee granted unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits.
(b) If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave, but shall accumulate benefits and receive credit for previously earned benefits and seniority upon expiration of the unpaid leave.
(c) Employees on long-term disability shall be considered employees for the purpose of pension plan.
(d) Employees on long-term disability shall have their group life insurance premiums waived, and coverage under the group term life insurance plan shall be continued for an amount not to exceed the amount of life insurance for the employee on the last day they were actively at work.

Upon return-to-work following recovery, an employee who was on claim for less than twenty-four (24) months shall continue in their former job; an employee who was on claim for more than twenty-four (24) months shall return to an equivalent position, exercising their seniority rights if necessary pursuant to Article 13.

Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) work days unpaid leave, shall be covered by the medical, extended health care, and dental plans, provided they pay for such coverage in advance on a monthly basis. The premiums for these benefits will be paid by the Employer.

Section 2 – Waiting Period and Benefits

In the event an employee, while enrolled in this plan, becomes totally disabled as a result of an accident or an illness then, after the employee has been totally disabled for 119 days, the employee shall receive a benefit equal to sixty-six-point-sixty-seven percent (66.67%) of monthly earnings, to a maximum of four-thousand-five-hundred-dollars ($4,500) per month, in accordance with the plan which shall be filed with the Union.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve (12) month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their hourly pay rate as at the date of disability.

The long-term disability benefit payment shall be made so long as an employee remains totally disabled for up to five years and shall cease on the date of the employee reaches age sixty-five (65), recovers, or dies, whichever occurs first, or as of the date of failure to provide requested written proof, satisfactory to the company, of their continuous total disability.

Section 3 – Total Disability Defined

Total disability, as used in this plan, means during the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in their normal occupation and after the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which they are reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provision LIMITATIONS AND EXCLUSIONS.

For disabilities whose onset occurs on or after the first (1st) day of the calendar month following thirty (30) days after the date of ratification of the renewed Collective Agreement:

Total disability, as used in this plan, means during the first (1st) twenty-four (24) months of a benefit payment period, the employees' complete inability, as a result of bodily sickness or injury, to engage in their normal occupation. After the first (1st) twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment.

Total disabilities resulting from mental or nervous disorders are covered by the plan in the same manner as total disabilities resulting from accidents or other sicknesses.

During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor of medicine.

After twenty-four (24) months of disability, an employee who is able by reason of education, training, or experience, to perform the duties of any gainful occupation, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under this long-term disability plan.

If an employee who is receiving this long-term salary continuance benefit enters into a rehabilitation program, benefits may, at the discretion of the company, be continued for up to twenty-four (24) months. However, the monthly benefit payable to the employee during the rehabilitation program will be the amount of benefit calculated in accordance with the terms of this policy less twenty-five percent (25%) of the total amount of any wages, compensation, or profit earned by the employee during the rehabilitation program. In the event that income from rehabilitative employment and the benefit paid under this plan shall exceed eighty percent (80%) of the employee's earnings at date of disability, the benefit from this plan shall be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit, or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the underwriter of the plan.

The rehabilitation calculation reduces the long-term disability benefits by 50% of the earned income during a gradual return to work, up to a maximum of 100% of the pre-disability earnings.

The rehabilitative employment of a disabled employee shall continue until such time as the employee's earnings from rehabilitative employment exceed eighty percent (80%) of the employee's earnings at the date of disability.

If the earnings are received by an employee during a period of total disability and, if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one-hundred percent (100%) of such earnings.

Section 4 – Exclusions and Limitations
Exclusions
No benefit shall be payable, in accordance with the terms of this

policy, for any disability which is caused by or results from:

a) Intentionally self-inflicted bodily injury or sickness, while sane or insane;
b) Rebellion or insurrection, war, whether war has been declared or not, or by full or part-time service in any Armed Forces;
c) Flying or air travel, except when flying or travelling as a passenger in an aircraft for which a certificate of airworthiness has been issued by the appropriate government authority;
d) A criminal offense.

Limitations

An employee physically able to engage in an occupation or employment, shall not be deemed to be totally disabled if they are prevented from engaging in that occupation or employment by any disqualification of employment practice, even though such disqualification may arise from or be related to bodily injury or sickness for which they have received benefits provided by this policy.

In no event shall absence outside the territorial limits of Canada or the United States in North America be considered as part of disability period unless approved by the company in writing prior to the beginning of such absence.

Section 5 – Integration with Other Disability Income

The amount of benefit payable to an employee shall be the amount for which they are insured on the date of commencement of their total disability, subject to any provision for the reduction or termination of insurance contained in this policy on such date and shall include entitlement to indexing as per section 2.

However, if during a disability period, the employee is entitled to receive income from any of the following sources:

a) *Workers' Compensation Act*, or similar law;
b) Department of Veterans' Affairs;
c) Retirement or pension plan with any Employer;

d) Any disability provision or any group insurance policy; and
e) Any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of the Canada Pension Plan and the Quebec Pension Plan.

For the purposes of the disability benefit adjudication, CPP is a primary offset. Other income is calculated in the 85% all source maximum (considered in-direct offsets). For WorkSafeBC benefits, annual increases are taken into account.

The amount of benefit shall be reduced by the amount of such income, excluding any portion the employee was receiving prior to commencement of disability, regardless of whether the employee has actually applied for and received such income.

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of their income from the above sources.

Section 6 – Successive Disabilities
Successive disability period means a disability period which begins within one-hundred-and-eighty (180) days after the termination of a prior disability period.

Until the employee has resumed their previous occupation on a full-time basis sufficiently recovered to prevent relapse, any period of total disability arising from the same cause or causes as a previous period of total disability will be considered a continuation of the previous period of total disability. In no event, however, will periods of total disability separated by one-hundred-and-eighty (180) days or more of regular employment be considered as one (1) period of total disability.

For each initial disability period, payment of benefits will commence following expiration of the qualification period of one-hundred-and-eighty (180) days. For each successive disability period, payment of benefits will commence following expiration of:

a) The qualification period less the total number of days absent due to the same cause or causes during the last preceding disability period and all intervening successive disability periods; or
b) Thirty (30) days, whichever is greater.

Section 7 – Expiration of Sick Leave
Employees who will be eligible for benefits under the long-term disability plan shall not have their employment terminated. Following expiration of their sick leave credits, they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.

Upon return-to-work following recovery, an employee who was on long-term disability shall, return to their former job, exercising their seniority rights if necessary, pursuant to Article 18.04, of the Collective Agreement.

Section 8 – Benefits Upon Plan Termination
In the event this long-term disability plan is terminated, the benefit payments shall continue to be paid, in accordance with the provision of this plan, to disabled employees who became disabled while covered by this Plan prior to its termination.

Section 9 – Premiums
The cost of this plan shall be borne by the Employer. Payment of premiums shall cease on termination of employment, or six (6) months prior to an employee's sixty-fifth (65^{th}) birthday, whichever occurs first.

Section 10 – Claims
Written notice of a claim for long term salary continuance benefits must be sent to the company by the participating Employer on the form provided by the company for that purpose and received by the company not later than thirty (30) days after the expiration of the qualification period. Initial proof of total disability, obtained at the employee's expense, must be sent to the company on the form provided by the company for that purpose and received by the

company not later than thirty (30) days after the expiration of the qualification period.

Failure by the participating Employer to provide written notice of claim within the time limit specified above, shall neither invalidate nor reduce any claim if it is shown that the employee has advised their Employer of intention to claim within the time limit specified above.

Failure by the employee to provide written proof of claim as required above shall not invalidate a claim if notice is given to the company within the time limit specified above, showing that it was not reasonably possible to obtain such proof.

In the event an employee disputes the decision of the claims paying agent, regarding a claim for benefits under this plan, the employee may request that the claim be re-examined by the claims paying agent. If the employee continues to dispute the decision, the employee may request to have the claim reviewed by a claims review committee comprised of three independent and qualified medical doctors agreed between the Employer and the Union. Full disclosure of all documents pertaining to the claim shall be provided to the Employee and the Union. Union involvement in claims dispute subject to privacy regulation/disclosure authorization.

Section 11 – Administration

The Employer shall administer the plan. Upon request, the Union shall be provided access to any reports provided by the claims-paying agent regarding experience information. All questions arising as to the interpretation of the plan shall be subject to the grievance and arbitration procedures of the Collective Agreement. Union involvement in claims dispute subject to privacy regulation/disclosure authorization.

SIGNATURES FOR THE UNION:

Bill Pegler
Coordinator of Private Sector & Special Projects

Nina Dhillon
Director of Organizing & Private Sector Bargaining

Jim Calvin
Bargaining Representative

Cathy Osborn
Bargaining Committee

Daisy Bigornia
Bargaining Committee

Linda Lamorena
Bargaining Committee

Date August 20, 2026

SIGNATURES FOR THE EMPLOYER:

Grady Tyler
Spokesperson

JC Chang
Human Resources Generalist

Date August 24, 2026