

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HOSPITAL EMPLOYEES' UNION**



**AND**

**#0829370 BC Ltd. Dba  
Sterling at Simon Fraser Lodge**

**September 1, 2010 to August 31, 2013**

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## **PREAMBLE**

### **Preamble**

WHEREAS the right of the residents to uninterrupted, skilful and efficient attention 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:

## **ARTICLE 1 - NO DISCRIMINATION**

### **1.01 No Discrimination**

- (a) The Employer and the Union subscribe to the principles of the Human Rights Cede of British Columbia.
- (b) The Employer and the Union recognize the right of employees to work in an environment free from discrimination including sexual harassment.
- (c) The Employer and the Union agree that there shall be no discrimination practiced with respect to any employee for reason of membership or activity in the Union.

**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.

**1.02 Complaints Investigation**

- (a) The employee who complains of harassment under the provisions of the Human Rights Code may file a grievance or human rights complaint.
- (b) The Employer, the employees and the Union agree that where there is a complaint under clauses 1.01 above that could be adequately remedied in a single forum, no multiple forum complaints shall be filed.
- (c) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence.
- (d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

**ARTICLE 2 - RECOGNITION OF THE UNION**

**2.01 Sole Bargaining Agent**

The Employer recognizes the Union as the sole bargaining agent 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 by the first day of the third bi-weekly period after their initial date of employment in the bargaining unit. Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.



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

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

Article 7.04 - Grievance Procedure

Article 7.05 - Dismissal/Suspension for Alleged Cause

## **2.03**

### **Union Check-Off**

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

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

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

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority or for whom the Union has been recognized as bargaining agent in accordance with the provisions of Article 2.02.

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

Twice every calendar year the Employer shall provide to either the Secretary-Treasurer or the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles,

and addresses and their telephone numbers known to the Employer. Implementation shall be six (6) months following the signing of the Collective Agreement.

**2.04 Induction**

The Employer shall provide a copy of this agreement to newly hired employees within the first fourteen (14) days of employment. The employer shall notify the Union of newly hired employees within seven (7) days of hire and the Shop Steward will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employee. The new employee and the Shop Steward will not have wages or benefits deducted during this time.

**2.05 Shop Stewards**

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

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

**2.06 Badges and Insignia**

Employees are permitted to wear Shop Steward badges and Union Pins.

**2.07 Bulletin Boards**

The Employer shall provide a bulletin board in a conspicuous location for the sole use of the union.

**2.08 Notice of Union Representative Visits**

Union business may only transact on the employer's property and/or during business hours with the prior approval of the employer. Approval shall not be unreasonably denied.

In no instance shall Union business on the employer's premises disrupt or disturb resident and/or their families.

### **ARTICLE 3 - DEFINITIONS**

#### **3.01 Common Law Spouse**

- (a) A spouse by marriage or under any other formal union recognized by law, or
- (b) A partner (same sex or opposite sex) represented as a spouse for at least the last twelve (12) months.
- (c) An employee may not have as a spouse more than one person at a time.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The Union recognizes the right of the employer to operate and manage its business in all respects. The right to hire, manage the working force and to maintain order and efficiency is the exclusive responsibility of the management, provided there is no conflict with the terms of this Agreement. The right to promote and the right to discipline and discharge for cause are likewise the exclusive responsibility of the Management provided that these claims shall be subject to the grievance procedure herein provided.

### **ARTICLE 5 - LEGAL PICKET LINE**

#### **5.01 Strikes or Lockouts**

There shall be no strikes or lockouts of any kind so long as the agreement continues to operate. Any such strike or lockout must meet the criteria established by the labour Relations Board.

#### **5.02 Legal Picket Lines**

Refusal to cross or to work behind a picket line that is legally established pursuant to the Labour Relations Code of B.C. shall not constitute cause for discipline or dismissal. A refusal to cross a picket line that affects the maintenance of essential service levels shall be a disciplinary offence attracting discipline up to and including discharge. An employee who refuses to cross or work

behind a picket line pursuant to this article shall be considered to be absent without pay.

## **ARTICLE 6 – DISCUSSION OF DIFFERENCES**

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

Such meetings may discuss issues, including workload issues, related to the workplace that affect the parties or any employee bound by this agreement including, but not limited to:

- (1) Reviewing matters, other than grievances, related to the maintenance of good relations between the parties.
- (2) Correcting conditions causing misunderstandings.
- (3) Dealing with matters referred to in this Agreement.
- (4) Seeking increased effectiveness and efficiencies in operation.

**6.02** **The Union Management Committee shall consist of:**

- (i) Up to three (3) representatives of the Union which includes the Secretary/Business Manager of the Union or his/her designate.
- (ii) Up to three (3) representatives of the Employer.

Agreement reached at Labour Management meetings must be signed and approved by both the Union and the Employers.

**6.03** **Union/Management Meetings**

The committee meeting shall normally be held every second month however, either party may call a meeting of the Joint Labour Management Committee. The meeting shall be held at a time and place fixed by mutual agreement but no later than fourteen (14) calendar days after the initial request, unless mutually agreed.

The time spent by members of the Union Committee in the course of their employment shall be without loss of pay.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.01** For the purpose of this Agreement, a grievance is defined as:

- (a) A difference arising between the parties related to the interpretation, application, administration or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable.
- (b) The dismissal, discipline or suspension of an employee bound by this agreement. Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or adverse performance appraisals.

### **7.02 Grievance Investigation**

A shop steward or a Union Committee member shall obtain permission of his/her immediate supervisor prior to leaving their work duties to undertake their Union responsibilities. The Shop Steward or Union Committee member agrees to notify his/her supervisor upon resuming their duties. Such permission will not be unreasonably withheld where operational requirements permit. This time shall be without loss of pay.

- (a) Investigation of grievances and assisting any employee whom the shop steward represents in presenting a grievance in accordance with this Agreement.
- (b) Attending meetings called by management.
- (c) Investigation of employee complaints.

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

#### **7.04 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 his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Any such document other than official evaluation reports shall be removed from the employees' file after the expiration of eighteen (18) months from the date it was issued, provided there has been no further infraction. Any document referring to Patient Abuse will remain on the file for twenty-four (24) months from the date it was issued, provided there has been no further infraction. The Employer can not 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.

#### **7.05 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. 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. The employee shall receive a copy of the valuation 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.

#### **7.06 Personnel File**

An employee, or the Secretary-Business Manager of the Union (or a designated representative) with the written authority of the employee, shall be entitled to review the employee's personnel file, in order to facilitate the investigation of a grievance or an employee may review his/her file for personal reference.

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

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

## **7.07 Grievance Procedure**

If an employee has a grievance, his/her grievance shall be settled as follows:

### **Step 1:**

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the matter with his/her immediate supervisor within seven (7) calendar days after the date on which he/she become aware of the action or circumstances giving rise to the grievance. The supervisor will respond as soon as practical, but no later than seven (7) calendar days after discussing the grievance. If the grievance is not settled at this step, then within seven (7) calendar days to bring it forward to step two;

### **Step 2:**

The grievance shall be reduced to writing by:

- (1) Recording the grievance on the appropriate form, setting out the nature of the grievance and the circumstances from which it arose:
- (2) Stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required:
- (3) The grievance shall be signed by the employee and a Shop Steward or Union Committee member.

- (4) The Supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented: and
- (5) The parties will meet to discuss the grievance to discuss within seven (7) calendar days of its filing.
- (6) Within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give his/her written reply. If the grievance is not settled at this step, then within seven (7) calendar days either part may refer the grievance to step 3.

### **Step 3**

Following this referral, the Union and the Employer committees shall meet to discuss the grievance within fourteen (14) days or other mutually agreeable time.

At this step of the grievance procedure each party shall provide to the other with a statement of facts and copies of all relevant documents.

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

If the grievance is not settled at this step, either party may refer the grievance to Arbitration within twenty one (21) days.

### **7.08 Dismissal/Suspension for Alleged Cause**

**Where there is no shop steward present the Employer shall forward to the Union, a copy of any such letter on the day it is provided to the employee.** Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to submit a grievance to the Manager at Step 2 of the grievance procedure.

### **7.09 General/Policy Grievance**

Grievances of a general/policy nature may be limited by either the Employer or the Union at Step 2 of the grievance procedure outlined in Article 7.06 no later than fourteen (14) days of becoming aware of the issue giving rise to the grievance.



**7.10** The Employer shall supply the necessary facilities for the grievance meetings.

**7.11 Time Limits**

If the Union or Employer do not present or pursue a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However neither party shall be deemed to have prejudiced its position on any future grievance. Time limits may be altered by mutual consent of the parties; however, the consent must be in writing.

**7.12 Technical Objections to Grievances**

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

**ARTICLE 8 - EXPEDITED ARBITRATION**

**8.01 Expedited Arbitrations**

By mutual agreement, the parties may refer a grievance to Expedited Arbitration.

- (1) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (2) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (3) All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (4) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.

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- (5) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (6) All settlements of proposed expedited arbitrations cases made prior to hearing shall be without prejudice.
- (7) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (8) In the event that the representatives of the Union and the Employer cannot agree on an arbitrator within thirty (30) calendar days after the referral to expedited arbitration, the matter shall be referred to an arbitrator from the list below:
  - 1. Chris Sullivan
  - 2. Irene Holden
  - 3. Emily Burke
  - 4. Paula Butler
  - 5. Joan Gordon
- (9) The expedited Arbitrator shall have the same powers and authority as an arbitration board.
- (10) Neither party will appeal the decision of the Arbitrator.

**ARTICLE 9 - ARBITRATION**

- 9.01** Where a difference arises between the parties relating to the interpretation application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the grievance procedure, notify the other in writing of his desire to submit the grievance to arbitration. The parties will make every effort to deliver the notice to the other party within twenty one (21) days of the reply under Step 3.
- 9.02** In the event that the representatives of the Union and the Employer cannot agree on an arbitrator within thirty (30) calendar days after the request for arbitration, the Minister of Labour of the Province of BC shall be asked to appoint an arbitrator.
- 1. Chris Sullivan
  - 2. Irene Holden
  - 3. Emily Burke

4. Paula Butler
5. Joan Gordon

- 9.03** Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the chair and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties.
- 9.04** The arbitrator shall have no authority to alter, modify, add to, subtract from, or amend any part of the agreement.
- 9.05** The decision of the arbitrator shall be final and binding on both parties.
- 9.06** The decision of the arbitrator shall be final and binding on both parties.

## **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. 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 but is employed to relieve vacancies for vacation, sick leave, education, maternity, union business and other time off regulated under the Collective Agreement in the regular schedule as required by the Employer or to perform emergency or non reoccurring or irregular short term relief work as required by the Employer. Casual employees accumulate seniority on an hourly basis.

**10.04 Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 7 - 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 - PROBATIONARY PERIOD**

**11.01** For the first three (3) calendar months of continuous full-time service with the Employer, an employee shall be a probationary employee. Part-time and casual employees will serve a probationary period of four hundred and eighty-eight (488) hours. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

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

**ARTICLE 12 – JOB POSTING**

**12.01** The Employer shall post notice of all vacancies describing the position, hours of work, shift rotation, work area, the date of commencement, a summary of the job description and the required qualifications for a minimum of seven (7) calendar days prior to selection. The parties agree that this provision does not prevent the Employer from simultaneously commencing an external recruitment process.

Vacancy means a position, which the Employer requires to be filled, and, at the time of the commencement of the vacancy, is of a

known duration of 30 days or more. In any event, a temporary position must be posted when it exceeds 60 calendar days.

The Employer reserves the right to fill any positions on a temporary basis for a period not to exceed sixty (60) days or while the posting process is underway and until the final selection is made.

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

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 of new job was posted

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.

- 12.02** The Employer shall also consider applications from those employees with the required seniority, who are absent from their normal places of employment who have submitted an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

## **ARTICLE 13 - SENIORITY**

### **13.01 Promotion, Transfer, Demotion, Release**

In selecting the successful candidate, seniority shall be the determining factor where the required qualification, past performance, skills and abilities are relatively equal between the applicants.

### **13.02 Qualifying Period**

- (a) 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 his/her new job for a period of three (3) months.

- (b) 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 his/her former job and pay rate 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 his/her 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 (b) of this Section.

- (i) If the Employer or Employee exercises their right as in (a) or (b) as above the Employer may repost the position or consider original applications as it deems appropriate.

- If over six (6) weeks repost
- If under may post

### **13.03 Temporary Promotion or Transfer**

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

### **13.04 Seniority Dates**

All employees at the time of ratification shall be credited with seniority back to original date of hire regardless of employer.

Seniority lists shall be reviewed and posted every three (3) months. Such seniority dates shall be subjected to correction for error on proper representation by the Union. Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this agreement.

**13.05** The Employer shall supply the Union with a seniority list by department, showing employees' names alphabetically and their seniority start dates. Up-to-date information of any interim seniority changes will be available to the Shop Steward or Union Committee at the Administrator's office during regular day-time hours.

**13.06 Supervisory or Military Service**

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

**ARTICLE 14 - JOB DESCRIPTIONS**

**14.01** The employer will draw up job descriptions for each classification for which the Union is the certified bargaining agent. Descriptions will contain the job title, qualifications, a summary statement of the duties and the date prepared.

The said job description shall be provided in writing to the Shop Steward and Secretary Business Manager or designate.

**14.02** Each employee shall be provided with a copy of the summary description for his/her classification upon request.

**14.03** (a) In the case of a newly created classification, or where an existing classification is significantly changed to the extent that it becomes a new classification, the Employer will draft a new description and meet with the Union to discuss an appropriate wage rate. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description, based on the relationship of the new classification to existing classifications in the bargaining unit.

(b) If an employee considers there has been a significant change to their classification, the employee may initiate a grievance in accordance with Article 7. The parties will meet at Step 2 of the grievance procedure to review the grievance. If an agreement cannot be reached the issue/s may be submitted to expedited arbitration. The arbitrator shall decide on the issues regarding the job description,

based on the relationship of the new classification to existing classifications in the bargaining unit.

- (c) Any decision to adjust the wage rate in 16.03 (a) or (b) either by the parties or the Board shall be retroactive to the date the complaint was filed.

## **ARTICLE 15 – TECHNOLOGICAL CHANGE**

### **15.01 Preamble**

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

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.

- 15.02** Any employee shall be considered displaced by technological changes when his/her services are no longer required as a result of a change in plant or equipment, as a result of a change in process or method of operation diminishing the total number of employees required to operate the department in which he/she is employed.

- 15.03** The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change as described in the Labour Code of BC.

The Employer and the Union shall meet within fourteen (14) days of the date of the notice and shall make every reasonable effort to reach an agreement.

Employees affected by technological change shall be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability.

## **ARTICLE 16 – REDUCTION IN WORK FORCE**

- 16.01** A layoff shall be defined as a cessation of employment or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer. A reduction of hours (that exceeds 10% of the employees' regularly scheduled hours may), at the employee's option, trigger bumping rights as per Article 17.03.



Wherever possible, job reduction will be done in reverse order of seniority.

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

- (i) One (1) week for every year of service to a maximum of eight (8) weeks.

**16.03 BUMPING**

A laid off employee may bump **any** junior employee in a equivalent position for which they are qualified and has the ability to do the job of the less senior employee. **The bump choice must be made within 24 hours of receiving notice of displacement.** However, in no circumstances will an employee effect a promotion through a bump.

A laid off employee who bumps a junior employee shall be paid at the hourly rate of the classification they are bumping into.

**16.04** 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.

**16.05** 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 & qualifications to perform the duties of the vacant job following a normal orientation period, on the basis of last off – first one. 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 14.05 of the Agreement.

**16.06** 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 Chief Shop Steward of the Local.

## **ARTICLE 17 - SCHEDULING PROVISIONS**

- 17.01**
- (a) (i) The Employer shall arrange **and post** the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date **for a period of four (4) weeks.**
  - (ii) If the Employer alters the scheduled work days and/or start and stop times of an employee without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 18. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place.
  - (iii) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 20. Notice of the change shall be confirmed in writing as soon as possible.
- (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 eight (8) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of eight (8) consecutive hours shall be paid at overtime rates in accordance with Article 20.
  - (d) If a written request for a change in starting time is made by an employee which would not allow eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived.
  - (e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

- (f) Regular employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.
- (g) No split shifts shall be worked except in cases of emergency.

## **ARTICLE 18 – HOURS OF WORK**

### **18.01 Continuous Operation**

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

### **18.02 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 point five (37.5) hours per week, seven point five (7.5) hours per day, or an equivalent mutually agreed by the parties. (b) Employees who are required to be on-call during a meal period or who are required to remain in the facility shall have their meal period included within their scheduled shift and shall be paid one half (1/2) hour at straight time.
- (c) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any times less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 20.
- (d) **Extended Hours Language**

**There will be a total of 1.5 hours for rest breaks and meal breaks combined for those employees working an extended hour shift. Of the 1.5 hours, 45 minutes will be paid and 45 minutes will be unpaid.**

#### **Language Variation**

**The extended shifts will be exclusive of meal breaks. The base day for accruals will be 7.5 hours. Employees working extended hour shifts will have the same equivalent time off but converted to hours (i.e. 10 paid vacation days X 7.5 hours = 75 hours of vacation). Paid leaves can be taken and paid as 7.5 hours or the**

extended hour shift, at the employees' choice. The paid day off for statutory holidays will be 7.5 hours.

#### **Overtime**

Overtime will be paid to the employees' working extended hour shifts after the extended hours have been worked, at the applicable overtime rate of pay. All hours worked on a day off/unscheduled day will be at the applicable overtime rate of pay.

#### **Part time and casual employees**

Part time and casual employees' will be paid at the applicable overtime rate of pay once the daily hours have been met for the position.

### **18.03 Rest and Meal Periods**

#### **Rest Periods**

Employees working a full shift shall receive two (2) fifteen (15) minute rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period if the shift is four (4) hours or more.

#### **Meal Periods**

All employees covered by the Collective Agreement working more than five (5) hour shift shall receive a one half (1/2) hour meal period. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift. **If the Employer requires an employee to remain onsite during their meal break then the employee shall be paid straight time for that break.**

## **ARTICLE 19 – OVERTIME**

**19.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 19.02, or who are requested to work on their scheduled off-duty days shall be paid:

- (1) The rate of time and one-half of their basic hourly rate of pay for the first four (4) hours of overtime on a scheduled work day, and double time thereafter.

- (2) The rate of double time their basic hourly rate of pay for all hours worked on a scheduled day off.
- 19.02** Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.
- 19.03** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 26, the employer shall be paid overtime at the rate of:
- (a) One and a half (1 ½) times for the first (1<sup>st</sup>) four (4) hours
  - (b) Double time (2x) after (four (4) hours
- 19.04** Overtime shall be paid by the end of the next pay period.
- 19.05** When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime, except in cases of emergency.
- 19.06** A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her 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 workday of a full-time employee.
- 19.07** A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her 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 workdays in the workweek of a full-time employee.
- 19.08** An employee required to work overtime adjoining his/her regular shift, shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her 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.
- 19.09** Overtime pursuant to the requirements of Article 20.01 shall be offered as follows:

- (a) If less than (4) hours:
  - (i) Part-time employees, by seniority on a rotational basis, where overtime is for a part – shift only.
  - (ii) Regular employees, by seniority on a rotational basis, on shift on that unit.
  - (iii) Regular employees, by seniority on a rotational basis, on shift on another unit.
  - (iv) Regular employees on days off in rotation by seniority.
  - (v) All others.
- (b) If four (4) hours or greater:
  - (i) Part-time employees, by seniority on a rotational basis, where overtime is for a part – shift only.
  - (ii) Regular employees on days off in rotation by seniority
  - (iii) All others.
- (c) All employees shall inform the employer if they wish to be called in for overtime.
- (d) Employees on vacation or other leave shall not be entitled to overtime unless all other options are exhausted.
- (e) If an employee is missed on the rotation, they will be entitled to the next overtime call. There shall be no compensation payable to the missed employee.
- (f) Casuals shall not receive overtime payment for those shifts which they have refused at straight time.

## **ARTICLE 20 - CALL IN STATUTORY REQUIREMENT**

Any employee, except those covered by Article 21.01, reporting for work at the call of the Employer shall be paid his/her 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 his/her regular rate of pay if

he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.

#### **ARTICLE 21 – RELIEVING IN HIGHER AND LOWER-RATED POSITIONS**

**21.01** 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.

**21.02** 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.

#### **ARTICLE 22 – SHIFT AND IN CHARGE PREMIUMS**

**22.01** a. Registered Nurses, Licensed Practical Nurses and Care Aides working the following shifts shall receive a premium:

Night Shift, fifty cents (\$.50c) per hour 6:30 p.m. – 6:30 a.m.

b. Registered Nurses and, Licensed Practical Nurses for designated nurse, working the following shifts shall receive a premium:

In Charge Pay, fifty cents (\$.50c) per hour for nights, weekends, and statutory holidays.

#### **ARTICLE 23 – TRANSPORTATION ALLOWANCE**

**23.01** Employees will not be required to use his/her motor vehicle to conduct business of the employer.

#### **ARTICLE 24 - STATUTORY HOLIDAYS**

##### **24.01 Statutory Holidays**

Employees will be entitled to nine (9) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Queen Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	

- 24.02** Employees who are required to work on a statutory holiday shall be paid at the rate of time and one-half (1-1/2) in addition to additional days pay.
- 24.03** The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.
- 24.04** If a statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.
- 24.05** All employees scheduled to work on any of the statutory holidays as listed in Article 26301 shall not have their normal hours of work reduced.
- 24.06** Except as otherwise provided in this Agreement, employees on unpaid leave of absence will not be eligible for paid holidays.

## **ARTICLE 25 - VACATIONS**

### **25.01 Vacation Entitlement**

- (a) All employees shall be credited for and granted vacations earned up to July 1<sup>st</sup> each year, on the following basis.
- (b) Vacation time earned up to July 1<sup>st</sup> as indicated in Article 24.01 (b) shall be granted as follows:
- (i) Sixty percent (60%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.
  - (ii) Forty percent (40%) of the employees shall be scheduled and granted vacations during the remainder of the year.
- (c) 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.

- (i) New employees who have been continuously employed at least six (6) months prior to July 1<sup>st</sup> will receive vacation based on total completed calendar months employed to July 1<sup>st</sup>.
- (ii) New employees who have not been employed six (6) months prior July 1<sup>st</sup> will receive a partial vacation after six (6) months service based on the total completed calendar months employed to July 1<sup>st</sup>.
- (iii) Employees who have completed one (1) or more years of continuous service shall accumulate the following vacation with pay:

1 – 5 Years of continuous services (10) days

5 Years of continuous service or greater (15) days

For the purposes of determining vacation entitlement, unpaid leaves of absence shall not constitute a break in service.

**25.02** Employees shall indicate their vacation preference to the employer by February 1<sup>st</sup> of each year. The Employer shall respond in writing to employees requests by March 1<sup>st</sup> of the same year.

**25.03** 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 one (1) day block. The remainder may be split at the discretion of the employer, subject to the approval of the Employer, provided that the following shall apply:

- (1) The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period when they have requested their vacation period by March 1<sup>st</sup> of each year. 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.

**25.04 Vacation Pay**

Vacation pay shall be paid in accordance with Article 38 Pay Days.

**25.05 Vacation Carry Over**

Employees shall be permitted to carry a maximum of five (5) vacation days from one year to the next.

**25.06 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 25.01.

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

**ARTICLE 26 – FAMILY RESPONSIBILITY LEAVE**

**26.01** An employee is entitled to up to five (5) days of unpaid leave during each year to meet responsibilities related to:

- (a) The care, health or education of a child in the employee's care or;
- (b) The care or health of any other member of the employee's immediate family.

**26.02 Compassionate Care Leave**

**From employment standards**

**1. Family member means**

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

2. An employee who requests leave under this article is entitled to up to 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
  - a. The date the certificate is issued, or
  - b. If the leave began before the date of the certificate is issued, the date the leave began
3. The employee must give the employer a copy of the certificate as soon as practicable.
4. An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins
5. A leave under this section ends on the last day of the week in which the earlier of the following occurs;
  - a. The family member dies;
  - b. The expiration of 26 weeks or other prescribed period from the date the leave began
6. A leave taken under this section must be taken in units of one or more weeks.
7. If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee make take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) to the further leave.

## **ARTICLE 27 - WORKERS COMPENSATION BENEFITS**

### **27.01 (a) Benefits While on Compensation**

Employees who are absent from work and in receipt of WCB wage-loss replacement benefits shall be considered as being at work and shall receive Health and Welfare benefits as if they were at work.

**(b) Employee to Contact Employer**

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

- (c) Employees qualifying for Workers Compensation coverage shall be continued on the payroll for purpose of seniority calculations only, and shall not have their employment terminated during the compensable period. Such employees seniority shall continue to accumulate based on regular hours.

**27.02 Return to Work Programs**

- (a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- (b) The employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.
- (c) Return to Work programs will be part of an approved rehabilitation plan.

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided. The employer shall not have contact with the employee's physician without the employee's consent.

**ARTICLE 28 – JURY DUTY**

- 28.01** Any regular employee, who is required for jury duty selection, jury duty, or coroner's inquest or who is subpoenaed to serve as a witness in a court action, not being himself/herself a party to the proceeding), on a day when he/she would normally have worked, will be reimbursed by the Employer for the difference between the pay received in such duty and his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work to maximum of five (5) working days. Employees who are relieved of

jury part way through their regular work hours, shall report to work and complete the remainder of their shift. The combination of jury duty hours and work hours shall not exceed the regular scheduled hours of work. The employee will be required to furnish proof of performing such service and such duty pay received. The employee shall not be required to turn over allowances received for traveling and meals.

## **ARTICLE 29 – EDUCATIONAL LEAVE**

**29.01** 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, including but not limited to tuition fees and course required books, incurred in taking the course and/or examination shall be paid by the Employer.

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

## **ARTICLE 30 – LEAVE – UNPAID**

**30.01** Requests by employees for unpaid leave of absence shall be made in writing to the Supervisor and may be granted at the Employer's discretion. The employee shall give at least fourteen (14) days' notice to minimize disruption of staff. The fourteen (14) day notice may be waived by the Employer where the Leave of Absence is deemed to be an emergency. 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.

### **30.02 Unpaid Leave After Three Years of Service**

For every three (3) years of continuous service, a regular employee may request, in writing, an extended leave of absence, giving the longest possible advance notice with a minimum of fourteen (14) days' notice. The duration of the leave of absence shall not exceed one calendar year.

Every reasonable effort shall be made to comply with such requests providing that replacement to ensure proper operation on the Employer's business can be found.

**30.03 Unpaid Leave Affecting Seniority and Benefits**

Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to his/her former job and pay rate.

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

Employees may opt to retain Health and Welfare benefit coverage on a leave exceeding twenty (20) working days. Said coverage will be at the employee's expense.

**30.04 Unpaid Leave - Union Business**

- (a) Leave of absence without pay to a maximum of seven (7) days at one time shall be granted to employees designated by the Union to transact Union business 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 required. 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. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (b) 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.
- (c) The Employer shall 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 permanent full-time basis.

- (d) (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence without pay to attend the regular meetings of such Executive.
- (ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

### **30.05 Unpaid Leave – Public Office**

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

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

## **ARTICLE 31 - MATERNITY LEAVE**

### **31.01 Maternity Leave and Parental Leave**

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before the date of birth and subsequent to the date of birth shall be at the option of the employee.
- (b) Pregnancy shall not constitute cause for dismissal.
- (c) Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.
- (d) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of

absence without pay, the employee may be required to take unpaid leave of absence.

- (e) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of birth.
- (f) Upon return to work, the employee shall continue in her former position without loss of any entitlements.

### **31.02 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of a birth mother who takes maternity leave under Article 34.01). 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) Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) In the case of a mother, immediately following the conclusion of Leave taken pursuant to Article 34.01 or following an adoption;
  - (2) In the case of the other parent, following the birth or adoption of the child and conclude within the fifty-two (52) week period after the birth date of the child. The "other parent" is defined as the father for the child or spouse of the employee.

### **31.03 Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave.**

Health and Welfare coverage shall continue pursuant to Article 33.03. Subsequent to the 30 days coverage in Article 33.03, the



Employer's Health and Welfare coverage shall continue (at the option of the employee) provided the employee maintains the cost of the coverage.

#### **ARTICLE 32 – ADOPTION LEAVE**

**32.01** Upon request, and having completed his/her initial probationary period, and employee shall be granted leave of absence without pay for up to thirty seven (37) weeks following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

#### **ARTICLE 33 - PERSONAL AND EMPLOYER PROPERTY**

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

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

#### **ARTICLE 34 - VACCINATION AND INOCULATION**

**34.01** 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 deemed necessary by the Medical Health Officer, may be dismissed by 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.

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

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

The Employer and the Union agree to co-operate 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 two (2) representatives from each party and with each party appointing its own representatives.
- (b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the Work Safe BC Industrial and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.
- (c) The Occupational Health and Safety Committee may use the resources of Work Safe B.C. to provide information to the committee members in relations to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (d) 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 the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes, which it may have in its possession.
- (e) The Occupational Health and Safety Committee may make recommendations to the Employer on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

**(f) Aggressive Residents**

When the Employer is aware that a resident has a history of aggressive behavior, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive resident and on how to respond to a resident's aggressive behavior will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff are present when dealing with such residents. It is understood that this provision is at no cost to the Employer.

**35.02 Training and Orientation**

- (a) No employee shall be required to work on any job or operate any piece of equipment until he/she has 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.
- (c) **The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make available information, manuals and procedures for these purposes.**

**35.03 Right to refuse Unsafe Work**

Employees have the right to refuse to perform unsafe work pursuant to section 3.12 of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act.

**35.04 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.

**35.05 Protective Clothing and Equipment**

- (a) The Employer shall provide such safety clothing and safety equipment as is required by the WCB Occupational Health and Safety Regulations.
- (b) Staff shall be provided with gloves. 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 Workers' Compensation Board regulations concerning same.

**35.06 Violence and Respect in the Workplace**

**The parties recognize that it is important to provide an environment that is properly secure for all those who receive care or work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and residents should expect to be treated in an environment where the risk of violence is minimized.**

**ARTICLE 36 – HEALTH CARE PLANS**

**The Community Service Trust Plan in place on the date of ratification shall be the agreed health care plan. Changes to the Plan include the Employer supplying the employees with a direct pay drug card, dental visits every nine months from six months and the Long Term Disability definition for "own occupation" changing from 24 months to 19 months.**

**ARTICLE 37 – FLEX DAYS**

**On January 1 of each calendar year the Employer will provide 6 days to each regular employee to be used at the employees' discretion. Un-used flex days may be carried over. The total number of flex days in any one (1) year may not exceed nine (9) days.**

### **ARTICLE 38 – INDEMNITY**

The employer will assume all costs, legal fees and other expenses arising from legal action against an employee as a result of the proper performance of his/her duties as directed by the Employer.

### **ARTICLE 39 – PAY DAYS**

**39.01** Employees shall be paid by direct deposit every two weeks. An employee shall be paid by cheque should an unusual or extraordinary circumstance occur.

The statements given to employees with their pay shall include a listing of statutory holiday pay, vacations, overtime, sick leave and itemized summary of deductions.

When a pay day falls on a non-banking day, the deposit shall be provided prior to the established pay day.

### **ARTICLE 40 – PROFESSIONAL RESPONSIBILITY for RN's and LPN's**

a) **In the interest of safe resident care and safe nursing practice, the parties agree to the following problem solving process to address RN/LPN concerns relative to resident care including:**

- i) **Nursing practice condition**
- ii) **Safety of residents and staff**
- iii) **Workload**

b) **The RN/LPN with a concern will discuss the matter with his/her Clinical Practice Manager with the objective of resolving the concern. At his/her request, the employee may be accompanied by a steward.**

**If the matter is not resolved to his/her satisfaction, the matter may be referred to the Operations Manager. At his/her request, The RN/LPN may be accompanied by a steward. The Operations Manager shall respond to the RN/LPN in writing within fourteen (14) calendar days of the meeting with the RN/LPN.**

#### **ARTICLE 41 – VARIATIONS**

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

#### **ARTICLE 42 – SAVINGS CLAUSE**

**42.01** In the event that present or future legislation, in particular new or amended legislation attributable to the Supreme Court of Canada decision relating to Bill 29, the Health and Social Services Delivery Improvement act, 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 43 – PRINTING OF THE AGREEMENT**

**43.01** The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her obligations under it. For the term of this Collective Agreement, the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the parties.

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

#### **ARTICLE 44 – EFFECTIVE AND TERMINATING DATES**

##### **44.01 Effective and Terminating Dates**

- (i) The Agreement shall be effective September 1, 2010 in force and be binding upon the parties until August 31, 2013 and

thereafter until a new collective agreement has been reached.

- (ii) 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.

**44.02 Effective Date of Wages and Benefits**

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

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

**ARTICLE 45 – WAGES & RETROACTIVITY**

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

**ARTICLE 46 - CASUAL ADDENDUM**

- (1) The Employer may call in casual employees to perform work for the following reasons:
  - (a) Relief work in vacancies created by the absence of a regular full-time or regular part-time employee.
  - (b) Emergency relief.
  - (c) Unanticipated or irregular relief work.
  - (d) Intermittent and non-recurring work.
- (2) Where the Employer is aware that the position that is being filled by a casual employee will be in excess of sixty (60) days, the position shall be posted and filled pursuant to Article 13.

- (3) Part-time employees may also register for casual work, provided there are no overtime costs.

All hours worked by regular part-time employees accumulate for the purposes of sick leave and all benefits.

- (4) The probationary period for casual employees shall be four hundred and eighty eight (488) hours worked,
- (5) Employees called in as casuals will be called in to work in order of seniority in the job classification for which they are registered.
- (6) For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (7) Seniority List – A master casual employee seniority list shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year (the “adjustment” dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.

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

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

- (8) Call in procedure – All 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 these records and be entitled to make a photocopy of it at a mutually agreeable time.

- (9) Regular employees may transfer to casual status provided that the Employer requires additional casual employees.
- (10) The parties agree that all terms of the Collective Agreement will apply to casual employees except where modified by the specific provisions.
- (11) A casual employees who accepts an assignment shall have the same obligation to fulfill the assignment as a regular employee.
- (12) Casual employees shall received 4% of their straight pay in lieu of scheduled vacations.
- (13) Upon request from the employer, a casual employee will provide the employer with his/her availability to work in writing.
- (14) The employer shall only be obliged to call an employee for those days and shifts the employee has identified as being available.
- (15) A casual employee may be removed from the casual list if they have not accepted a shift for a period of three months.

**#0829370 BC Ltd. Dba Sterling at Simon Fraser Lodge /Hospital Employees' Union  
September 1<sup>st</sup>, 2010 to August 31<sup>st</sup>, 2013**

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**ADDENDUM #1 – WAGES**

classification	Sept 1, 2010	May 13, 2011	Sept 16, 2011	Next pay period after Sept 1, 2012
<b>Current Employees</b>				
LPN				
LPN Team Leader	26.00		26.27	26.54
LTCA (regular)	18.80	19.00	19.30	19.60
LTCA (casual)	18.80			
RN	28.78		29.20	29.62
MDS RN	29.78		30.20	30.62
<b>Care Aides Hired After Ratification</b>				
LTCA (casual)	18.00			18.50
LTCA (regular) start	18.50			
LTCA (regular) 1951 – 3900 hours		19.00		
LTCA (regular) 3901 plus			19.30	

**Retroactive pay will be paid in the second pay period after ratification.**

**#0829370 BC Ltd. Dba Sterling at Simon Fraser Lodge /Hospital Employees' Union  
September 1<sup>st</sup>, 2010 to August 31<sup>st</sup>, 2013**

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**LETTER OF AGREEMENT**

**BETWEEN**

**#0829370 BC LTD. DBA STERLING AT SIMON FRASER LODGE**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Employment Security**

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During the term of the Collective Agreement, the Employer shall not contract out any bargaining unit work that results in the lay-off of regular employees within the bargaining unit.

No later than May 31, 2013, the Employer shall notify the Union if it intends to contract out any bargaining unit work following the expiry of the Collective Agreement.

When the Employer intends, it shall provide the Union with information on the intended contracting out prior to May 31<sup>st</sup>, 2013 and will discuss in good faith any alternatives raised by the Union.

This letter expires August 31, 2013.

SIGNED ON BEHALF OF THE EMPLOYER

\_\_\_\_\_  
*Peter [Signature]*  
\_\_\_\_\_

SIGNED ON BEHALF OF THE UNION

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

Signed at, British Columbia, this 1 day of May, 2012.

**#0829370 BC Ltd. Dba Sterling at Simon Fraser Lodge /Hospital Employees' Union  
September 1<sup>st</sup>, 2010 to August 31<sup>st</sup>, 2013**

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**SIGNED ON BEHALF OF  
#0829370 BC LTD. DBA STERLING  
AT SIMON FRASER LODGE:**

**SIGNED ON BEHALF OF THE  
HOSPITAL EMPLOYEES UNION:**


  
Peter Kafka, Consultant

  
Loressa Lundrigan  
Bargaining Committee Member

Donna Moroz, CEO  
Sterling at Simon Fraser Lodge

Evelyn Carpenter  
Bargaining Committee Member



  
Susan Fisher, Coordinator of  
Organizing and Private Sector  
Bargaining

  
Debbie Kamal Ali, Negotiator, HEU

Date: May 14, 2012

Date: May 23/12