

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HOSPITAL EMPLOYEES' UNION**



**DOMCOR HEALTH SAFETY AND SECURITY INC.**

**OCTOBER 1, 2010 TO SEPTEMBER 30, 2013**

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

**1.01** The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees covered and to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the Bargaining Unit.

### **1.02 No Discrimination**

- (a) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia.
- (b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.
- (c) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

### **1.03 Procedure for Filing Complaints**

- (a) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment.
- (b) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the Union to the Employer designate.
- (c) If a complaint is registered, it shall be handled in a timely manner in accordance with the Company's harassment policies.
- (d) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence. Failure to do so may result in discipline, up to and including dismissal.

- (e) Unresolved complaints of harassment may be pursued through the grievance procedure initiated after this process has been completed.
- (f) 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 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.

In furtherance of the above, the Employer shall provide an on-site, accessible, file cabinet with keys for the sole use of the Union.

### **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 pay period after their initial date of employment in the bargaining unit. Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

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

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

Article 7.06 - Grievance Procedure

Article 7.07 - 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 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 of the Local 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 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 thirty (30) days of employment and shall introduce newly hired employees to a Union Shop Steward in the workplace. The Shop Steward will be given an opportunity 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 one (1) Shop Steward, and one (1) alternate Shop Steward.
- (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.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall unduly interfere with the employer's operations, then no more than one (1) Shop Steward or Union Committee member shall be given leave of absence to transact Union business at any one time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty and where his/her absence would unduly interfere with the employer's operations, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

## **2.06 Badges and Insignia**

Employees are permitted to wear Union pins or Shop Steward Badges.

## **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**

The Union shall inform the Employer in advance when the Secretary-Business Manager, or his/her designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits shall not interrupt employees' work without advising the Manager or designate.



### **ARTICLE 3 - DEFINITIONS**

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

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

For purposes of this Collective Agreement, the definition of spouse shall include same sex relationships.

This definition shall apply to the following sections of the Agreement:  
Bereavement Leave  
Medical Plan

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

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

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

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

#### **5.01 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.

Prior to any legal picket line, the Union and Employer shall meet to establish Essential Service levels.

## **ARTICLE 6 - DISCUSSION OF DIFFERENCES**

### **6.01 Union Committee**

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

### **6.02 Union/Management Meetings**

The parties, shall, as occasion warrants, meet for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee(s). All meetings shall be held as promptly as possible on request of either party.

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

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **7.01 Union Representation**

Shop Stewards shall be permitted to represent an employee's interests, without loss of pay, when such meetings are scheduled during the Shop Steward's hours of work, subject to Article 2.05.

### **7.02 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 wishes to discuss the grievance with that employee, the employee and the Shop Steward shall be given reasonable time off without loss of pay for this purpose when the discussion takes place during their hours of work, subject to article 2.05.

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, and a Shop Steward is not present the meeting shall be rescheduled to ensure the attendance of a Shop Steward.

No meeting shall take place under this article without reasonable advance notice being given to the member.

### **7.03 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 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 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.

### **7.04 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 seven (7) days in advance. 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. 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.

### **7.05 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 the presence of a Manager or his/her designate, 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 Employer's business (including the provision of employment references to other employers) and/or for purposes of the proper application of this Agreement.

## **7.06 Grievance Procedure**

### **Grievances**

A grievance is defined as any difference between the parties arising out of the interpretation and/or the application of this agreement, including but not limited to; any questions as to whether a matter is arbitral, or; any difference concerning the dismissal, discipline, suspension, or adverse performance appraisal or report. A general grievance is defined as one which affects the collective interests of the bargaining unit, rather than the interests of a particular grievor.

Grievances of a general nature may be initiated in step two of this grievance procedure.

Grievances shall be processed in the following manner:

#### **Step One (1)**

The employee with or without a Shop Steward (at the employee's option), shall first discuss the grievance with the General Manager or his/her designate within twenty-one (21) calendar days after the date on which he/she became aware of the action or circumstances giving rise to the grievance. If the grievance is not settled at this step then;

### **Step Two (2)**

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

### **Step Three (3)**

The Shop Steward, Secretary-Business Manager or his/her designate and representatives appointed by the Employer, shall meet within twenty-one (21) days or at another 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 Employer 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 10. The Employer agrees that their representatives at the Step Three (3) meeting have the authority to resolve grievances.

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

**The Employer will send to the local HEU office, a copy of the letter on the same business day as 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 initiate a grievance at Step Three of the grievance procedure.

Employees shall not be dismissed or suspended except for just and reasonable cause.

## **7.08 Reinstatement of Employees**

If, prior to the constitution of an Arbitration Board pursuant to Article 8, it is found that an employee was laid off in violation of this Agreement, or disciplined, or dismissed without just and reasonable cause, that employee shall be reinstated by the Employer without loss of pay with all of his/her rights, benefits and privileges which

he/she would have enjoyed if the lay-off, discipline or discharge had not taken place.

**7.09 Time Limits**

The time limits prescribed in the grievance and arbitration procedures may be extended by mutual agreement of the parties. Requests for time limit extensions shall not be unreasonably denied by either party.

**7.10 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 the matter is arbitral during the term of the Collective Agreement, such matter may be referred by either party; **Chris Sullivan**, Irene Holden, Vince Ready, Paula Butler or a substitute agreed to by the parties, shall:

- (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.

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

In the event the parties are unable to access an Industry Troubleshooter within a period of thirty (30) calendar days from the date this Collective Agreement is awarded, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

The parties shall jointly bear the cost of the Troubleshooter.

### **7.11 Industrial Troubleshooter Hearings**

The Employer shall grant leave without loss of pay to one employee representing the Union before an Industrial Troubleshooter, provided the dispute involves the Employer.

### **7.12 Expedited Arbitrations**

Grievances for expedited arbitration shall be scheduled to be heard on a date and at a location mutually agreed by the parties.

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

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

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.

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

The expedited arbitrators, who shall act as sole arbitrators, shall be **Chris Sullivan**, Irene Holden, Vince Ready, Paula Butler or a substitute agreed to by the parties.

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

The Employer shall grant leave without loss of pay to one employee representing the Union before an Expedited Arbitration Board, provided the dispute involves the Employer.

## **ARTICLE 8 - ARBITRATION**

### **8.01 Composition of Board**

Should the parties fail to settle any 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 arbitral, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of one (1) member. Such Board shall be deemed to be a Board of Arbitration within the meaning of the Labour Code of British Columbia.

List of Arbitrators:

1. Irene Holden
2. Vince Ready
3. Paula Butler
- 4. Chris Sullivan**

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

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

### **8.02 Authority of Arbitration Board**

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

### **8.03 Employee Called as a Witness**

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



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

**8.04 Arbitration Board Hearings**

The Employer shall grant leave without loss of pay to one employee representing the Union before an Arbitration Board, provided the dispute involves the Employer.

**8.05 Expenses of Arbitration Board**

Each party shall pay one-half (1/2) the fees and expenses of the Arbitration Board.

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

**8.07** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

**8.08** The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

**ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS**

**9.01 Regular Full-Time Employees**

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

**9.02 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 such benefits as outlined in this Collective Agreement.

### **9.03 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. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as outlined in this Collective Agreement.

### **9.04 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 7.06 - 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 10 - PROBATIONARY PERIOD**

**10.01** For the first three (3) calendar months of continuous service with the Employer, an employee shall be a probationary employee. With notification to 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.

Casual employees shall serve a probationary period of four Hundred and eighty (480) hours.

**10.02** 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 11 - JOB POSTING**

**11.01** If a vacancy or a new job is created for which Union personnel reasonably might be expected to be recruited, the following shall apply:

If the vacancy or new job has a duration of sixty (60) days or more, the vacancy or new job including the wage rate, a summary of the job description, the required qualifications, the hours of work including 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.

### **11.02 Temporary Vacancies less than 60 Days**

(a) Notwithstanding clause 11.01, 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) in order of seniority, by qualified regular employees who have indicated in writing their desire to work additional hours;

(ii) by casual employees;

(iii) if the application of this paragraph requires the employer to pay overtime to the employee, the proposed move shall not be made;

(b) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of bargaining unit applicants pursuant to clause 12.01.

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

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

- 11.05** The employer shall, within three (3) calendar days, of the successful applicant being notified, inform all applicants of the name of the successful applicant by posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- 11.06** The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a request by the Union.
- 11.07** One (1) copy of all postings shall be sent to the Secretary-Business Manager of the Union within the aforementioned seven (7) calendar days.

## **ARTICLE 12 - SENIORITY**

### **12.01 Promotion, Transfer, Demotion**

In the promotion, transfer or voluntary demotion of employees, efficiency, and required qualifications shall be the determining factors.

### **12.02 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 his/her new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or benefits. 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 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 benefits.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or

benefits on the same basis as outlined in paragraph (2) of this Section.

**12.03 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.

**12.04 Seniority Dates**

Seniority lists shall be reviewed and posted every six (6) months. Such seniority dates shall be subject 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.

**12.05** The Employer shall supply the Union with a seniority list in January and July of each year, showing employees' names alphabetically and their seniority start dates. Up-to-date information of any interim seniority changes will be available to the Chief Shop Steward at the Administrator's office during regular day-time hours.

**12.06** Seniority status, once acquired will be lost only for the following reasons:

- (a) Voluntary resignation/Retirement
- (b) Discharge for cause;
- (c) Layoff in excess of twelve (12) months;

**12.07 Emergent/ Temporary Reassignment**

The employer may, when an emergent situation exists, temporarily reassign a regular employee to a schedule other than their own. The assignment will be by mutual agreement, wherever possible, considering both the operational requirements of the employer and the particular circumstances of the employee.

## **ARTICLE 13 - JOB DESCRIPTIONS**

- 13.01** The Employer shall draw up job descriptions for all jobs and classifications in the Bargaining Unit.

## **ARTICLE 14 - NEW AND CHANGED POSITIONS**

### **14.01 Notice of New Positions**

In the event the Employer shall establish a new position, the wage rate for this new position shall be established by the Employer, and written notice shall be given to the Union; unless written notice of objection thereto by the Union is given to the Employer within sixty (60) calendar days after such notice, wage rate shall be considered as agreed to.

### **14.02 Notice of Changed Positions**

In the event the Employer makes a significant change in methods of operation, the Employer shall give written notice to the Union of those existing jobs which shall be significantly affected by such new methods of operation with respect to changes in job content, and/or required qualifications, along with any change in the job or wage rate.

If notice of objection is not received from the Union within sixty (60) calendar days after such notice, then the wage rate shall be considered as agreed to.

- 14.03** The parties shall meet to discuss the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party may refer the matter to arbitration for resolution under Article 8.

## **ARTICLE 15 - TECHNOLOGICAL CHANGES**

- 15.01** As per Section 54 of the Labour Relations Code, where the Employer intends to introduce technological change which affects the job security of employees, the employer shall give no less than sixty (60) calendar days notice in writing to the Union.

- 15.02** The Employer and the union shall meet within twenty-one (21) days of the date of the notice.

**15.03** If the employer and the Union fail to reach agreement, the matter may be referred to the Expedited Arbitration procedure of this agreement.

**15.04 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 16 and Article 17.

**ARTICLE 16 - REDUCTION IN WORK FORCE**

**16.01** 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.

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

- (a) 1 week after 3 consecutive months of employment
- (b) 2 weeks after 12 consecutive months of employment
- (c) 3 weeks after 3 consecutive years of employment, plus one additional week for each additional year of employment, to maximum of 8 weeks notice.

**16.03 Bumping**

It is agreed that in instances where a job is eliminated, or significantly changed the following shall apply:

Employees shall be laid off in reverse order of seniority.

A laid off employee may bump a less senior employee provided the Employee possesses the ability to perform the job of the less senior Employee. Bumping rights must be exercised within thirty-one (31) days of notification of lay off by providing written notice to the Employer.

Employees on lay off shall be recalled in order of seniority subject to ability to do the work available. Employees will be notified of recall

by registered mail or its equivalent and must report for work within seven (7) Calendar days of receiving notification.

- 16.04** Notice of lay-off shall not apply to probationary employees or where the Employer can establish that the lay-off results from an act of God fire or flood.
- 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 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 16.03 of this 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 Secretary-Treasurer of the Local.
- 16.07** An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current telephone number and address for purposes of recall. The Employer's only obligation on recall is to contact the employee at the last known address. Therefore, failure to provide correct, current information could jeopardize the employee's right to recall.

## ARTICLE 17 - SCHEDULING PROVISIONS

- 17.01** (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 date **for a minimum of eight 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 19. Notice of the



alteration shall be confirmed in writing to the affected employee(s) before it takes place.

- (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, unless otherwise mutually agreed.
- (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 19.
- (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 may exchange shifts with the approval of the Employer, provided that, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 19. Notice of the change shall be confirmed in writing as soon as possible.
- (g) Shift changes shall not be made in a manner that is capricious. Arbitrary or in bad faith.

## **ARTICLE 18 - HOURS OF WORK**

### **18.01 Work Week**

The work week shall be Sunday through Saturday.

## **18.02 Hours of Work**

The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be 40 hours per week, 8 hours per day, or an equivalent mutually agreed by the parties.

The Employer may create an extended hour schedule provided that schedule equals no more than twelve (12) hours, plus or minus, of a 40 hour week.

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.

The Employer shall make every effort to provide regular employees two (2) consecutive rest days off each week excluding statutory holidays; otherwise overtime rates shall be paid in accordance with Article 19.

For the purposes of this Collective Agreement, the night shift shall be the first shift of the day.

## **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 five (5) hour shift or less shall receive one (1) rest period.

### **Meal Periods**

All employees covered by this Collective Agreement working more than five (5) hour shift shall receive a one-half (1/2) hour meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

## **ARTICLE 19 - OVERTIME**

**19.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 18.02, the rate of time and one-half of their basic hourly rate of pay.

- 19.02** Employees requested to work on their regular days off shall be the rate of time one and one-half (1½) of their basic hourly rate of pay for all hours worked on a scheduled day off, provided the employee has completed their regular schedule.
- 19.03** Employees required to work on a scheduled day off, shall receive the overtime rate as provided but shall not have the day off rescheduled. An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the General Manager or his/her Designate.
- 19.04** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 24, the employee shall be paid overtime at the rate of time and one and one half (1½) the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours in that day.
- 19.05** Overtime shall be paid on the pay cheque for the period the overtime was worked.
- 19.06** When an employee is requested to work overtime on a scheduled work day or on a scheduled day off the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.
- 19.07** 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 work day of a full-time employee.
- 19.08** A regular part-time or casual who has worked 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 work days in the work week of a full-time employee.
- 19.09** 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.

- 19.10** All hours worked at overtime shall not be calculated as seniority hours.
- 19.11** The maximum number of paid hours per year is two thousand eighty (2080). Any hours in addition to that are subject to overtime pursuant to 21.02.

#### **ARTICLE 20 - CALL-BACK**

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

#### **ARTICLE 21 - CALL-IN - STATUTORY REQUIREMENTS**

- 21.01** Any employee, except those covered by Article 19, 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 22 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS**

- 22.01** 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.
- 22.02** 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 23 - TRANSPORTATION ALLOWANCE**

- 23.01** An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-five cents (\$0.35) per kilometre.

## ARTICLE 24 - STATUTORY HOLIDAYS

### 24.01 Statutory Holidays

Employees will be entitled to ten (10) **paid** statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

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

Labour Day  
 Thanksgiving Day  
 Remembrance Day  
 Christmas Day  
 Easter Monday

24.02

*Regular Full-time*

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 a day off with pay.

Regular part time 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 4.1% of wages on each cheque in lieu of a paid day off.

24.03

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.

24.04

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

24.05

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

24.06

All employees scheduled to work on any of the statutory holidays as listed in Article 24.01 shall not have their normal hours of work reduced.

24.07

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

24.08

**Employees can utilize and save two statutory holidays to be used to other religious or cultural celebrations upon providing eight (8) weeks notice to the Employer.**

## **ARTICLE 25 - VACATIONS**

### **25.01 Vacation Entitlement**

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

In the first calendar year of employment, vacation earned by the employee will be taken in the 2nd year and so on.

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

After 12 consecutive months of employment - ten (10) work days  
After 5 consecutive years of employment – fifteen (15) work days

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

### **25.02 Splitting of Vacation Periods**

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

### **25.03 Vacation Pay**

Vacation pay shall be paid in accordance with Article 38.

### **25.04 Vacations Carry Over**

Employees shall not be permitted, unless by mutual agreement between the Employee and the Employer, to carry vacation days from one year to the next. Employees who fail to schedule their vacation by September 30 of the year it was to be taken may have their remaining vacation scheduled by the Employer.

Vacation days not taken by December 31 of each year shall be subject to payout pursuant to Article 20.12.

**25.05          Vacation Entitlement upon Dismissal**

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

**25.06**          Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

**ARTICLE 26 - BEREAVEMENT LEAVE**

**26.01**          Compassionate 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, but not be limited to, parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, step-brother, step-sister, brother in-law, sister in-law, father-in-law, mother-in-law, son in-law, daughter in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. An additional two (2) consecutive workdays without pay may be granted to employees who are required to travel in order to attend the funeral. Bereavement leave may be extended by up to two (2) additional days if necessitated by reason of travel associated with bereavement leave.

**ARTICLE 27 - FAMILY RESPONSIBILITY LEAVE**

**27.01**          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.

**27.02          Compassionate Care Leave**

- 1.          **Family member means**
  - a.          **A member of an employee's immediate family, as defined in Employment Insurance Act/Service Canada.**

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 may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) to the further leave.

#### **ARTICLE 28 - SICK LEAVE, W.C.B.**

- 28.01** 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.
- 28.02** WCB leave with pay shall be granted for the one (1) day or less not covered by the Workers' Compensation Act.
- 28.03** Effective October 1, 2011 Employees will have one (1) sick day per year.  
 Effective October 1, 2012 Employees will have three (3) sick days per year.

Sick leave is non-accumulative.



## **28.04 EARLY SAFE RETURN TO WORK**

### **Preamble**

The parties recognize that the prevention of injuries and the rehabilitation of injured employees are equally important goals and that return to work programs is part of an injury prevention and rehabilitation program.

### **Mutual Commitment and Voluntary Participation**

The Employer and the Union are committed to a voluntary return to work program that addresses the needs of those able to return to work. An employee's participation must include the consent of the employee's physician.

### **Confidentiality**

The parties will ensure that full confidentiality concerning an employee's participation in a return to work program is guaranteed. The Employer shall not have contact with the employee's physician without the employee's consent.

### **Individual Employee Participation in a Return to Work Program**

Prior to commencement of a return to work initiative for individual employees, the Employer, the employee (and the local union representative if the employee so desires) shall discuss the planned program and its duration. These specifics will be confirmed in writing to all involved.

An employee involved in a return to work program will be employed in a capacity which is in keeping with the employee's health and ability to perform work.

### **Availability**

The return to work program will be available to convalescent employees and injured employees. It will include such initiatives as modified work, rehabilitation and ergonomic adjustments. Each return to work program will be tailored to the needs of individual employees by the Employer. When an

**employee returns to the workforce, the appropriate workplace orientation will be provided by the Employer.**

**General Provisions**

**An employee's wages and benefits when participating in a return to work program will be consistent with the terms of the Collective Agreement.**

**The return to work program will be considered part of the recovery process and will not be referred to by the Employer in any other proceeding.**

**ARTICLE 29 - JURY DUTY**

- 29.01** An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being himself/herself a party to the proceeding), shall continue to receive his/her regular pay and benefits. The employee shall turn over to the Employer any monies he/she receives from the court on the days he/she is normally scheduled to work, provided this do not exceed his/her regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals received from the court.

**ARTICLE 30 - LEAVE - UNPAID**

**30.01 Unpaid Leave**

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

**30.02 Unpaid Leave - After Three (3) 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.

**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 shall return to his/her former job.

**30.04 Unpaid Leave - Union Business**

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations or result in additional wage costs:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of twenty-one (21) days per occurrence;
  - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - (3) members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive;
  - (4) for employees who are representatives of the Union on a Bargaining Committee.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than twenty-one (21) 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) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within sixty (60) days of receipt

of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

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

- (d) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of fourteen (14) days' notice prior to the commencement of leave under (a) or (b) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

## **ARTICLE 31 - MATERNITY LEAVE**

### **31.01 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- (b) Pregnancy shall not constitute cause for dismissal.
- (c) Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of the leave of absence.
- (d) 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 confinement.
- (f) Upon return to work, the employee shall continue in her former position without loss of any entitlements.

## **ARTICLE 32 - PARENTAL LEAVE**

### **32.01 Parental Leave for Birth and Adopting Parents**

- (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 birth mother who takes maternity leave under Article 31.01). 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 thirty-seven (37) weeks parental leave between them (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 31.01). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (1) 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 32.01 or following the adoption;
  - (2) in the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) 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.

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

#### **ARTICLE 33 - UNION ADVISED OF CHANGES**

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

#### **ARTICLE 34 - PERSONAL AND EMPLOYER PROPERTY**

**34.01** Employees must return to the Employer all Employer property in their possession at the time of termination of employment.

**34.02** 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 (adhering to applicable protocol) and caused by the actions of a resident/patient/client.

#### **ARTICLE 35 - VACCINATION AND INOCULATION**

**35.01** Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time.

The provision of appropriate and necessary vaccinations such as, but not limited to, hepatitis vaccine shall be the responsibility of the Employer.

#### **ARTICLE 36 - OCCUPATIONAL HEALTH AND SAFETY**

##### **36.01 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.

- (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 WCB Industrial Health 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 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 to the Employer.

#### **Investigation of Accidents**

**The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. The Committee may investigate the incident jointly, by one (1) representative of the Union and one (1) Employer representative and report to the Union and the Employer on the nature and cause of the accident or injury. Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board. In the event of a fatality, the Employer shall immediately notify the President of the Union or his/her designate and the Bargaining Committee Chairperson.**

- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board 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/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 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.
- (f) 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.

#### **36.02 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. The Employer will provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.**
- (c) The Employer will provide the education and training to ensure employees continue to be certified for work.

#### **36.03 Right to Refuse Unsafe Work**



**Employees have the right to refuse to perform unsafe work pursuant to the Industrial Health and Safety Regulations. No employee shall be disciplined for refusal to work when excused by the provisions of the Workers' Compensation Act and regulations.**

**36.04 Protective Clothing and Equipment and Vaccination**

- (a) The Employer shall provide such safety clothing and safety equipment as is required by the WCB Industrial Health and Safety Regulations.

All such clothing, tools, and equipment shall comply with applicable Workers' Compensation Board regulations concerning same.

**(b) Vaccination**

- (i) The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infectious diseases among employees.
- (ii) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.

**36.05 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 such benefits as if they were employed.

**36.06 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.

**36.07 Aggressive Patients/Residents**

- (a) **When the Employer is aware that a patient/resident has a history of aggressive behaviour the Employer will make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-service and/or instruction in caring for the aggressive patient/resident and on how to respond to patient's/resident's aggressive behaviour will be provided by the Employer. The appropriate Occupational Health and Safety Committee will be consulted on the curriculum. The Employer shall make every reasonable effort to ensure that sufficient staffs are present when any treatment or care is provided to such patients/residents.**
- (b) **Critical incident stress defusing shall be made available and be known to employees who have suffered a serious work related, traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.**

**36.08 Communicable Diseases**

**Annual in-service training will be provided for all employees with regards to Infection Protection and Control. In-service training will include definitions of commonly encountered infectious processes as well as precautions to be observed, as well as personal protective equipment**

**36.09 Transportation of Accident Victims**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring immediate medical care as a result of an on-

the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

**36.10 Working Alone or in Isolation**

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

**36.11 Violence Program**

The Employer will establish a violence program or review the existing program where one is in place. This will be done within the Occupational Health and Safety Committee or a subcommittee of that committee. The program will include:

- (a) The development of control measures and guidelines regarding violence prevention.
- (b) An annual report of violence prevention activities which will be posted at the worksite.
- (c) Risk assessments and the reporting of them
- (d) Ongoing employee education and training

**36.12 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. Every effort will be made to minimize the risk of violence.

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.**

## **ARTICLE 37 - HEALTH AND WELFARE PLANS**

### **37.01 Medical Plan**

Eligible regular employees and dependants shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one hundred percent (100%) of the premium.

An eligible employee who wishes to have coverage for other than dependants may do so provided the Medical Plan is agreeable and the extra premium is paid by the employee through payroll deduction.

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of twenty four (24) months' employment.

**37.02 Effective one month (February 25, 2011) from the date of this Award (January 25<sup>th</sup>, 2011) health and welfare premiums will be on a cost share basis of 50% Employer paid and 50% employee paid. Bargaining unit employees will become eligible based on twenty four (24) hours of work per week and after six (6) months employment.**

## **ARTICLE 38 - PAY DAYS**

**38.01** Employees shall be paid by cheque or direct deposit every second Friday, 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 hourly rate, the cumulative amount of vacation paid, 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.

## **ARTICLE 39 - UNIFORMS**

The Employer shall supply and maintain and repair uniforms for employees who are required to wear same. Employees must return to the Employer uniforms and other Employer property in their possession at the time of termination of employment. The Employer will take such action as required to recover the value of articles which are not returned.

Employees will receive seven dollars and fifty cent (\$7.50) per pay period for the purposes of laundering and pressing their uniforms.

## **ARTICLE 40 - CONTRACTING OUT**

### **40.01 No Layoff of Employees**

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement which would result in the laying off of regular employees.

## **ARTICLE 41 - PRINTING OF THE AGREEMENT**

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 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 42 - BINDING TRIBUNAL**

**Prior to any strike or lock out, any or all unresolved bargaining demands shall be submitted for resolution and binding settlement by the Board of Arbitration within the meaning of the Labour Code of Canada, or its successor act, by either party giving written notice to the other and the Minister of Labour. One member of the Board shall be appointed by the Employer or its duly authorized or accredited bargaining agent, one by the Union and a third, who shall be the Chairperson of the Arbitration Board, by the two thus appointed. Failing such appointment within two (2) weeks after either party has given**

**notice to the other requiring that such appointment be made, by the Minister of Labour, upon the application of either party. The parties to this agreement may elect to use a single arbitrator.**

#### **ARTICLE 43 - SENIORITY AND COLLECTIVE AGREEMENT RIGHTS**

All provisions of this Collective Agreement shall be effective from the start date of the contract between Northern Health and Domcor Health and Security Inc.

For ranking purposes for the following clauses, the employee's original hire date and all seniority hours with their predecessor employee shall apply:

- 12.01 – Promotion, Transfer and Demotion
- 16.01 – Reduction in Work Force
- 25.01 – Vacation Entitlement
- 25.02 – Splitting of Vacation Periods
- 30.02 – Unpaid Leave – After Three (3) Years

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

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

- (i) The Agreement shall be effective **October 1, 2010** and shall remain in force and be binding upon the parties until **September 30, 2013** and thereafter until a new collective agreement has been reached.

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.

The term of the Collective Agreement shall match the term of the Domcor Health Safety and Security Inc. / Northern Health Authority contract.

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

#### **ARTICLE 45 - SAVINGS CLAUSE**

- 45.01** In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:
- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
  - (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
  - (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 8 of the Collective Agreement.

#### **ARTICLE 46 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE**

- 46.01** The Employer may call in casual employees to perform work for the following reasons:
- (a) Relief work in vacancies created by the absence of a regular full time or regular part time employee.
  - (b) Emergency relief.
  - (c) Unanticipated or irregular relief work.
  - (d) Workload.
- 46.02** Employees called in as casuals will be called in to work in order of seniority provided that they are capable of performing the work and they have completed their probationary period.
- 46.03** Seniority List – A master casual employee seniority list for all casuals who have completed their probationary period 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, once their probation has been concluded.

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

**46.04** Upon request from the Employer, a casual employee will provide the Employer with his/her availability to work in writing.

**46.05** 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.

**46.06** 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.

**46.07** Regular employees, with the approval of the employer, may transfer to casual status.

**46.08** The parties agree that all terms of the collective agreement will apply to Casual employees except where modified by specific provisions.

**46.09** Casual employees shall receive four percent (4%) of their straight time pay in lieu of scheduled vacations and 4.1% in lieu of statutory holidays on each cheque

#### **ARTICLE 47 - EXEMPT AND SAVE HARMLESS**

The Employer shall insure to:

- (i) exempt and save harmless employees from any liability action arising from the proper performance of her duties for the Employer; and
- (ii) assume all costs, legal fees and other expenses arising from any such action.



#### ARTICLE 48 - LICENSURE

The Employer will pay for employees any fees associate with keeping up any licensure or accreditations to work in security at the renewal rate.

#### ARTICLE 49 - FIRST AIDE PREMIUM

Effective October 1, 2011 employees ~~utilizing first aide will be paid a premium of \$1.00 per hour~~

*the first aid premium will be \$1.00 per hour.*

#### ARTICLE 50 – WAGE SCHEDULE

Security Officers

	OCT 1/10 2% WAGE INCREASE	Oct 1/11 2% WAGE INCREASE	Oct 1/12 2% WAGE INCREASE
START	11.50	11.73	11.97
12 MONTHS	12.55	12.80	13.05
24 MONTHS	13.59	13.86	14.14

*SP*

## MEMORANDUM OF AGREEMENT #1

**Re: Introduction of new schedule:**

**The Schedule (Article18):**

The Employer will create a new schedule that includes eleven (11) hour shifts for those working in the hospital. Based on seniority, qualified employees may elect to move to 11 hour shifts. The schedule will provide for a 40 hour work week, averaged over the length of the rotation.

There will be two rest breaks and two meal breaks provided for those working an 11 hour shift.

**Extended Hours language variations:**

The eleven (11) hour 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 11 hours, at the employee's choice.

The paid day off for statutory holidays will be 7.5 hours.

**Overtime (Article 19):**

Overtime will be paid to the employees working a scheduled eleven (11) hour shifts after those eleven (11) 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 work hours have been met and weekly overtime has been met.

These employees will be paid straight time wages up to the point of daily and weekly overtime for the shift accepted and worked. For example, if the employee is offered and worked a 7.5 hour shift, then asked to stay longer, overtime will be applicable.

Domcor Health Safety and Security Inc.  
October 1, 2010 to September 30, 2013

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**COLLECTIVE AGREEMENT**

**Between**

**DOMCOR HEALTH SAFETY AND SECURITY INC.**

**And**

**HOSPITAL EMPLOYEES' UNION (HEU)**


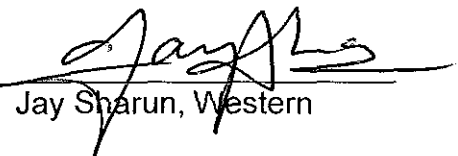
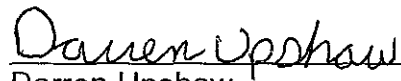
Signed on behalf of the Union

Signed on behalf of Domcor  
Health Safety and Security



Susan Fisher  
Coordinator of Organizing  
And Private Sector Bargaining

\_\_\_\_\_  
Peter Corrado

  
Debbie Kamal Ali  
HEU Bargaining Spokesperson  
\_\_\_\_\_  
Pat Corrado  
Steven Lindley  
Industrial  
Bargaining Committee  
Jay Sharun, Western  
Relations, consultant  
Darren Upshaw  
Bargaining Committee

Date: Aug 10/11

Date: \_\_\_\_\_