

**SALVATION  
ARMY  
ROTARY  
HOSPICE  
HOUSE**

**2021-  
2024**

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**COLLECTIVE AGREEMENT**

**BETWEEN**

**SALVATION ARMY ROTARY HOSPICE HOUSE**

**AND**

**THE BRITISH COLUMBIA NURSES' UNION**

**April 1, 2021 – March 31, 2024**



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## **ARTICLE 1 – DEFINITIONS**

**ANNIVERSARY DATE** means a regular employee's initial date of current employment with the Employer as a regular employee, and is the date for the purpose of determining benefits and increment step date.

**ANNIVERSARY YEAR** means the twelve month period between a regular employee's anniversary dates.

**CALENDAR DAY** means a twenty-four (24) hour period ending at midnight.

**CALENDAR YEAR** means a period of twelve (12) consecutive months commencing on the first day of January.

**CERTIFICATION** means the certification awarded by the Labour Relations Board of British Columbia to the BC Nurses' Union.

**DAY SHIFT** means a shift in which the major portion of worked hours occurs between 0730 and 1530 hours.

**DEMOTION** means a change from an employee's position to one with a lower wage rate.

**EMPLOYEE** means any person who is covered by the certification awarded by the Labour Relations Board of British Columbia (or any succeeding Acts).

### **EMPLOYEE STATUS:**

A casual employee is one who is employed for relief purposes, and/or to cover temporary work load situations.

A full-time employee is one whose regular schedule is between twenty-five (25) and forty (40) straight time hours weekly.

A part-time employee is one whose regular schedule is less than twenty-five (25) straight time hours weekly.

**EMPLOYER** means The Salvation Army Rotary Hospice.

**EVENING SHIFT** means a shift in which the major portion of worked hours occurs between 1530 and 2330 hours.

**FEMININE** Wherever the feminine is used in this agreement, the same shall be construed as meaning the masculine unless as otherwise specifically stated.

**HEAD OFFICE OF THE UNION** means the head office of the BC Nurses' Union.

**INCREMENT STEP** means the annual gradation of wages within a classification as set out in Appendix A: Classifications and Wage Rate.

**NIGHT SHIFT** means a shift in which the major portion of worked hours occurs between 2330 and 0730 hours.

**PROMOTION** means a change from an employee's position to one with a higher wage rate.

**SCHEDULED DAY OFF** means any day a regular full-time employee is not scheduled to work, other than a paid holiday.

**SHIFT** means the normal consecutive work hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there shall normally be three (3) shifts, namely day, evening and night shift.

**STEWARDS** means an employee within the Employer's service elected or appointed by the Union or its members to represent the Union and its members.

**RESIDENTS** means people who are receiving services.

**UNION** means the B.C. Nurses' Union.

**UNION REPRESENTATIVE** means a member of the staff of the Union or designated substitute.

**VACATION YEAR** means the calendar year commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.

**VOLUNTEER** means members of the public, or student placements who volunteer their time in various capacities which are supernumerary to the work being done by employees. Volunteers shall not be considered employees for the purposes of this Collective Agreement.

## **ARTICLE 2 – PURPOSE OF AGREEMENT**

All parties to the Agreement share a desire to provide quality care to the residents of The Salvation Army Rotary Hospice House and to promote a healthy and efficient work environment.

### **2.01 Union and Employer Agreement**

The Union and the Employer agree to abide by the terms and conditions set out in this agreement. It is the intent and purpose of the parties to this agreement, which has been negotiated and entered into in good faith to:

- A) recognize mutually the respective rights, responsibilities and functions of the parties hereto;
- B) provide and maintain working conditions, hours of work, wage rates, and benefits set forth herein;
- C) provide and maintain an orderly system for the promotion, transfer, layoff, and recall of employees;
- D) provide and maintain a prompt, just and equitable procedure for the disposition of grievances;
- E) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a harmonious relationship between the Union, the Employer and the bargaining unit employees which will be conducive to their mutual well-being.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

### **3.01 Management Rights**

The Union recognizes that the management of The Salvation Army Rotary Hospice and the direction of the workforce are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this collective agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- A) maintain order, discipline and efficiency and to establish, alter, and enforce reasonable rules and regulations, policies and practices governing the conduct of the employees;
- B) select, transfer, hire and control the working force and employees; retire, lay off, classify, direct, promote, demote, train, dismiss, suspend, or otherwise discipline employees for just cause; operation and manage the facility in order to satisfy its commitments and objectives;
- C) determine, in the interest of the efficient operation and high standard of service, the job content, rating and classification, work assignments, and methods of doing the work.

### **3.02 Unit Work**

Management will not perform bargaining unit work unless:

- A) an unexpected emergency occurs requiring their assistance;
- B) the work is done for the purpose of instructing, training or orienting an employee in the bargaining unit when the work cannot be done by a bargaining unit employee;
- C) qualified bargaining unit staff are not available to perform the work – with the exception of an RN vacancy which, when no bargaining unit RN is available, may be replaced by an LPN;  
or
- D) unless mutually agreed upon by the parties.

### **3.03 Normal Capacity**

The parties agree where resident demand exceeds the normal capacity of the worksite, the employer after being informed of such will determine if extra staff will be required to meet patient needs.

Instances involving un-granted requests for extra staff will be reviewed by the Labour Management committee.

## **ARTICLE 4 – UNION RECOGNITION**

### **4.01 Bargaining Agent Recognition**

The Employer recognizes the B.C. Nurses' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 12, 2013 applies.

### **4.02 Scope**

- A) The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded:
- i. by mutual agreement between the Parties; or
  - ii. by virtue of a decision by the Labour Relations Board of British Columbia.
- B) If no agreement is reached whether an employee is properly excluded or included, either Party may refer the matter to the Labour Relations Board for a determination.

## **ARTICLE 5 – UNION SECURITY**

### **5.01 Security**

- A) Employees covered by the certification who are members of the Union, shall maintain their membership in good standing as a condition of continuing employment.
- B) New employees covered by the certification shall become members of the Union, and shall maintain membership in good standing in the Union as a condition of continuing employment unless exemption on the basis of religious objection is granted by the Labour Relations Board, as per Article 17 of the Labour Relations Code of British Columbia.

## **ARTICLE 6 – UNION RIGHTS AND ACTIVITIES**

### **6.01 Stewards**

#### **A) Recognition of Stewards**

The Employer recognizes employees who are designated by the Union as stewards to act on behalf of the employees to a maximum of three (3).

#### **B) Notification of Change of Stewards**

The Union shall supply the Employer with a list of the names of the stewards and shall advise the Employer of changes to that list, such changes to be made in writing.

#### **C) Duties and Responsibilities**

The duties of stewards include but are not limited to the following:

- (1) investigating complaints of an urgent matter, and
- (2) investigating grievances, and
- (3) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, and
- (4) supervising ballot boxes and other related functions during ratification votes, and
- (5) attending meetings called by management, and
- (6) accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated, and
- (7) meeting with new employees and
- (8) acting as appointees to the Union/Management Committee.

**D) Conditions Governing Stewards**

Stewards shall be granted reasonable time while on duty, without loss of regular pay and/or benefits to perform the above duties when they:

- (1) have received prior consent authorization from their supervisor before leaving their work area, and such consent shall not be unreasonably withheld, and
- (2) make every endeavour to complete their business in as short a time as possible, and
- (3) advise their supervisor of their return to the work area.

Stewards shall not interrupt the normal operations of the worksite, including discussing Union business during care delivery in the facility.

**6.02 List of New and Terminating Employees**

The Employer shall provide the Union with a semi-annual list of new and terminated employees specifying the status, position and wage classification level of each employee.

**ARTICLE 7 – STRIKES OR LOCK-OUTS**

**7.01 Strikes or Lock Outs**

- A) As per section 57 of the Labour Relations Code, the Union will not authorize a strike during the term of this agreement.
- B) As per section 57 of the Labour Relations Code, the Employer will not lock-out any employee bound by this collective agreement during the term of this agreement.
- C) Subject to any Labour Relations Board (or any succeeding body) directives, an employee employed under the terms of this Collective Agreement has the right to refuse to cross a legal picket line, and shall be considered absent without pay. Such refusal shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- D) The Union agrees to notify the Employer as soon as possible of the existence of such picket line as referred to above.

**ARTICLE 8 – UNION/MANAGEMENT RELATIONS**

**8.01 Union Management Committee**

- A) A Union/Management Committee shall be established. The Employer and the Union shall each appoint a minimum of two (2) to the Union/Management Committee.
- B) **Chair**  
The Chair of the Union/Management Committee shall alternate between an Employer representative and a representative of the Union.
- C) **Meetings**  
Meetings of the Committee shall be held at the call of the Chair as promptly as possible upon request in writing of either party and no less than once every second month.
- D) **Purpose of the Committee**  
In order to foster better relations between the parties, to discuss and consult on matters related to policies and procedure not necessarily covered by the collective agreement, including matters pertaining to the

provision of quality health care.

**E) Scope of the Committee**

The Committee shall have the power to make recommendations to the Union and to the Employer, however shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion. The Committee shall not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation.

**F) Pay for Meetings**

Stewards who attend Union/Management meetings outside of scheduled work hours shall be paid at straight time spent at the meetings.

**8.02 Union Representative Visits**

Access to the premises shall be granted, upon prior notice and mutual agreement, whenever the designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting Union business. Such visits shall not interfere with the normal operations of the worksite. Reasonable accommodation will be made to allow the President of the Union to have access to Union members to conduct Union business.

**8.03 New Employees**

- A) At the time of hiring, new employees will be advised that a collective agreement is in effect, and of the conditions of employment set out in the article dealing with Union security and dues check-off.
- B) The Employer further agrees to provide new employees with copies of the collective agreement and the names of the stewards.
- C) The steward will be given an opportunity to meet with each new employee during regular work hours, where possible, for fifteen (15) minutes sometime during the first 15 (fifteen) days of employment. The time away is to be approved by the steward's and the new employee's supervisor, prior to the meeting.

**8.04 Copies of the Collective Agreement**

The Union and the Employer agree that every employee should be familiar with the provisions of this agreement and her rights and obligations under it. For this reason, the Union shall print sufficient copies of the Agreement for distribution to employees and provide sufficient copies to the Employer. The Employer shall make available such copies of the Collective Agreement to all of its employees. The cost of printing shall be shared equally between the Union and the Employer.

**8.05 Bulletin Boards**

The Employer shall provide adequate space on bulletin boards accessible to all Union members for the exclusive use of the Union for the purpose of posting union business. The size and sites of the bulletin boards shall be determined by mutual agreement between the Employer and the Union.

**8.06 Individual Agreement**

The Employer agrees not to enter into any agreement or contract with the employees covered by this agreement individually or collectively which in any way conflicts with the terms and provisions of this agreement.

**8.07 No Discrimination**

The Union and the Employer 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.

### **8.08 Time off for Union Business**

A) Employees may request unpaid leave of absence to conduct union business. Employees requesting leave under this Article will provide the Employer with as much advance notice as possible of the dates of the leave which normally shall be no fewer than 14 (fourteen) days prior to the commencement of the leave.

Subject to operation requirements and with reasonable advance written notice, leave of absence without pay and without loss of seniority will be granted as follows, to an employee who is a member of the Union and who is:

- a) A Union Council/Board member. Such leave shall be granted for the purpose of attending regular or special meetings of the Council/Board and shall include reasonable travel time.
  - b) Either elected or appointed to represent the Union and/or a regional at annual or special conventions of the Union.
  - c) A member of the Union's bargaining committee. Such leave (including travelling time) shall be granted to attend preparatory negotiating meetings, to conduct negotiations, and to participate in mediation, and arbitrations.
  - d) Appointed or elected to special or standing committees of the Union. A leave of absence granted to members to attend regular or special meetings of such committees shall be subject to the operation requirement of the worksite.
  - e) Union leave for members of the bargaining committee (C) and Council/Board members (A) shall not affect the employee's benefits, seniority or increment anniversary date.
- B) Subject to operational requirements, and with reasonable written notice, a leave of absence for a period of one term (three years) without pay and without loss of seniority, shall be granted to an employee who holds the position of full-time president with the Union. The employee shall be entitled to return to her former position with the Employer, and shall be provided with an adequate period of orientation up her return to work.
- C) To facilitate the administration of this clause, when leave without pay is granted and the Union has approved payment, the leave shall be given with basic pay and the Union shall reimburse the Employer for all related salary and benefits costs, including travel time incurred. The Union shall endeavour to pay submitted invoices within 30 (thirty) days of receipt.

## **ARTICLE 9 – GRIEVANCES**

### **Preamble**

The parties recognize they have a common interest in resolving differences. It is the mutual desire of the parties that differences shall be resolved as quickly as possible and to resolve the real substance of the matter of difference.

### **9.01 Discussion of Differences**

If a difference arises between the Employer and an employee(s) or between the Employer and the Union concerning the interpretation, application, operation or any alleged violation of the Agreement, the employee(s) shall continue to work in accordance with the Agreement until the difference is settled.

### **9.02 Grievance Procedure**

The following procedure shall be used for the resolution of differences referred to in Article 9.01, other than for the suspension or dismissal of employees and application disputes under Article 9.04 or 9.06.

### **Step 1**

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) shall discuss the difference in a meeting with the immediate supervisor. Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated. The employee or designate will advise the supervisor in advance that this will be a Step 1 meeting.

### **Step 2**

If the difference is not satisfactorily settled under Step 1 then, within fourteen (14) calendar days after the completion of Step 1, the employee with a steward shall meet with the representative designated by the Employer with the authority to handle grievances at Step 2 to discuss and submit the grievance in writing.

Within a further fourteen (14) calendar days of receipt of the written grievance, the representative designated by the Employer shall give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

If the grievance is not satisfactorily settled under Step 2, then the steward shall notify the Union within fourteen (14) calendar days of receipt of the written response to the grievance.

Where the Union submits the written grievance, Step 1 shall be eliminated and the Union shall be substituted for the employee in Step 2.

### **Step 3**

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit).

The parties agree to provide each other with background information and documentation directly related to the grievance so that informed discussion of the issue can take place at this level.

Within a further fourteen (14) calendar days of the Step 3 meeting the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to Arbitration within ninety (90) days after the Employer designate's decision has been received.

## **9.03 Union/Employer Policy Dispute or Group Grievance**

### **A) Union/Employer Policy Dispute**

If a difference of a general nature arises between the Union or its members and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance to the other party within twenty one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 of Article 9.02 shall apply. A copy of the grievance shall in every case be forwarded to the Union.

### **B) Group Grievance**

A group grievance is defined as a single grievance signed by a Steward or a BCNU Representative on behalf of a group of employees who have the same issue concerning the interpretations, application, operation or alleged violation of the Agreement or Memoranda. The Union may submit a written grievance to the Employer with twenty one (21) calendar days of the becoming aware of the matter giving rise to the difference, and Step 3 of Article 9.02 shall apply. A copy of the grievance shall in

every case be forwarded to the Union.

#### **9.04 Application of Arbitration Decisions**

The arbitration award arising from a grievance filed under Article 9.02 or 9.03 is binding on the Employer, the employees of the Employer, and the Union.

#### **9.05 Amending Time Limits**

If the time limits in Articles 9.02, 9.03 and 9.06 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

#### **9.06 Resolution of Employee Dismissal or Suspension Disputes**

The following procedure shall be used for the resolution of disputes relating to the dismissal or suspension of an employee(s):

##### **Step 1**

Within ten (10) calendar days of notice of the dismissal or suspension, the Employer shall notify the head office of the Union of such termination.

##### **Step 2**

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 3 of Article 9.02.

If this time limit is not complied with, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

#### **9.07 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been discussed at Step 2 of the grievance procedure the Employer or his representatives shall not initiate any discussion or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the steward or the Union.

### **ARTICLE 10 – ARBITRATION**

#### **10.01 Notification**

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, either Party may, after exhausting the grievance procedure in Article 9, notify the other party of its desire to submit the difference to arbitration.

#### **10.02 Assignment of Arbitrator**

- A) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall, within sixty (60) days, assign an arbitrator from the mutually agreed upon list of arbitrators or a mutually agreed upon substitute.
- B) If agreement is not reached, either party may request the Registrar of the Labour Relations Board to make the appointment.
- C) The parties shall agree upon a list of arbitrators, which shall be appended to this Agreement (see Appendix B). An arbitrator may be removed from or added to the list by mutual agreement. Depending upon availability, arbitrators shall be assigned cases on a rotating basis, or by mutual agreement.



### **10.03 Authority**

The authority of the arbitrator shall be as set out in Section 89 of the Labour Relations Code. The arbitrator shall have the power to determine whether a matter is arbitrable within the terms of the agreement and to settle the question to be arbitrated, including discipline or discharge. However, the arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

### **10.04 Decision of the Arbitrator**

The decision of the arbitrator shall be final, binding and enforceable on the parties.

### **10.05 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the arbitrator to clarify the decision, which he/she shall make every effort to do within seven (7) calendar days, provided the arbitrator has retained jurisdiction of the matter.

### **10.06 Expenses of the Arbitrator**

Each party shall pay one-half of the fees and expenses of the arbitrator.

### **10.07 Amending Time Limits**

The time limits in this arbitration procedure may be altered only by written mutual consent of the parties.

### **10.08 Witness**

Where the Union requires the attendance of an employee to appear as a witness at an arbitration hearing, this will be communicated in advance to the employee's immediate supervisor for scheduling purposes. If either party requires the attendance of an employee to appear as a witness at an arbitration hearing, the requesting party will assume the expense of the employee's basic pay for the applicable period.

### **10.09 Access to Premises**

All reasonable arrangements will be made to permit the arbitrator(s) to have supervised access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 11 – CASUALS**

### **11.01 Use of Casuals**

A casual employee is one who is employed for relief purposes, and/or to cover temporary work load situations. Casual employees may be employed to work full shifts or part shifts on a continuous or intermittent basis.

### **11.02 Casual Employee Probation**

Newly-hired casual employees will be probationary for the four hundred and sixty-five (465) hours or six (6) months whichever is greater. The probationary period may be extended by mutual agreement between the Employer and the Union.

### **11.03 Casual Seniority**

Casuals shall accrue seniority on a straight time hourly basis.

### **11.04 Casual Register**

- A) The Employer shall maintain a casual register, which shall include a list of all casual employees as in descending order of their seniority by classification.
- B) Seniority on the casual register shall be updated twice annually in January and July. The updated list shall be posted at the worksite.

- C) A separate register of part time employees shall be kept for part time employees available for extra shifts, in descending order of their seniority hours, by classification. Part time employees shall be called in for work only after all casual employees in that classification have been offered the work.

**11.05 Casuals**

- A) Casuals shall be covered by all provisions of the Collective Agreement except:

ARTICLE / CLAUSE	TITLE
Clause 13.02(a)(iii)	Re-employment
Article 17	Layoff and Recall
Clauses 21.01, 21.02, 21.03	Work Schedules
Clause 30.06	Statutory and Paid Holidays
Article 32	Vacation
Article 31	Sick Leave
Article 34	Leave of Absence with or without Pay
Article 35	Pregnancy and Parental Leave
Article 33	Health and Welfare

- B) Casual employees will receive the following: RNs 12.2%, LPNs 10%, all other classifications 6%, of the straight time pay.

**11.06 Casual Compensation**

A casual employee may apply to be on the casual register for work in more than one classification. In such cases, casual employees will receive the pay for the classification of the work they have agreed to accept, notwithstanding that their regular classification may be at a higher rate.

**11.07 Letter of Appointment**

- A) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their classification and wage level. This letter shall also include a mutually-acceptable statement of the casual employee’s days and hours of availability for work of a casual nature as well as a phone number at which to be reached.
- B) The commitment to availability specified in the letter of appointment shall be subject to mutually agreeable revision. Notwithstanding the above, casual employees shall provide monthly availability schedules in writing prior to the setting of schedules, and not later than fourteen (14) days prior to the start of the month.

**11.08 Casual Availability**

**A) Amending Availability**

Casual employees shall provide notice in writing, not later than fourteen (14) days prior to the start of the month, indicating their availability for the month.

**B) Confirming Availability**

If casual employees do not confirm their availability by the second Friday of each month for the following month, they will receive a letter notifying that they will not be called for the upcoming month. The letter will also advise whether this is the first or second occurrence. Casual employees who fail to provide their availability on three (3) occasions within twelve months of the first occurrence will be removed from the casual list and will be deemed to have resigned.

**C) Inconsistency**

- i) If the employee's monthly availability over a three (3) month period is inconsistent with the letter of

appointment or subsequent monthly amendments, the Employer shall meet with the employee and the union to discuss the *bona fides* of the inconsistencies. If there is no *bona fide* reason the employee shall be notified of risk to their continued placement on the casual register, should such inconsistencies continue.

- ii) In the event of lack of *bona fides* and continued inconsistency, during the next quarter, the casual employee's name will be deleted from the casual register and will be deemed to have resigned.

### **11.09 Lack of Availability**

#### **A) Non acceptance of shifts**

- i) Where a casual employee has not accepted work for a period of three (3) months, the Employer will meet with the employee and the union to discuss the *bona fides* of the refusal and the continued employment of the employee. If there is no *bona fide* reason the employee shall be warned.
- ii) Where there is no *bona fide* reason for the refusal of work and a further month has elapsed without any shifts worked by the employee, the casual employee's name will be deleted from the casual register.

#### **B) Cancelling Accepted Shifts**

The parties recognize the disruption to operations when a casual employee cancels an accepted shift. It is also understood that cancellation may take place in case of illness. If a casual employee cancels more than three times in a six (6) month period without a *bona fide* reason, their name will be deleted from the casual register. If an accepted shift is cancelled through Employer scheduling error, the scheduled casual will not lose the shift but will work on a supernumerary basis.

### **11.10 Procedure for Casual Call-In**

1. Employees shall be called in for casual work by classification, in order of seniority starting with the most senior qualified employee with availability for the casual work being offered. Part time staff shall be called only after all casuals have been offered the work.
2. A block of work is defined as the group of shifts between days off. If no casual employee is available to fill the whole block, the block shall be reduced. In the interest of continuity of care, the block will be reduced one shift at a time, and shall be offered to casual employees in order of seniority.
3. A casual who is already scheduled to work on the day of the casual vacancy is deemed to be unavailable for the shift.
4. Where the Employer has received eight (8) hours or fewer notice of a vacancy, the first shift of the vacancy may be filled as the Employer deems most efficient. In this event, the date and time of the notification shall be recorded in the log book. On the day shift, call-ins will be made by the Employer designate. On off shifts when call-ins are made by members of the bargaining unit, management shall not be held accountable for errors made by employees. It is an expectation of employees that management orientate all staff to the call-in procedures above and an expectation that all staff follow the procedure as agreed.
5. Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer when called. The Employer shall then have the option of calling another employee. Every effort shall be made to fill the shift with an employee of the classification which created the vacancy.

6. All such calls shall be recorded in a log book showing the signature of the person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or declines the invitation to work or fails to answer the telephone.
7. Any casual employee who accepts a shift is deemed responsible for the shift. Casuals who refuse a shift for medical reasons may be required to prove medical certification for the absence, as well as certification of fitness to return to work.
8. If casual refuses or cancels an accepted shift or is unavailable during a period of indicated availability more than three times in a year this will be addressed with the employee and may result in removal from the call in list. A casual who can only work a portion of the offered shift shall only be offered the shift after the remainder of the casual list and regular part-time list has been exhausted.
9. Where the shift pattern has not allowed for probationary casual employees to be properly assessed, the Employer may arrange for a maximum of three (3) shifts out of seniority order, with a supervisor or clinician, to conduct the assessment.

## **ARTICLE 12 – INCREMENTS**

### **12.01 Increments**

A regular employee shall be entitled to their next increment step after the completion of one year service on their anniversary date provided they are actively at work a minimum of nine (9) months (3/4 of their anniversary year as defined in Article 1), in which case their increment date will be adjusted accordingly.

Pregnancy, parental, adoption leave and any other leaves where required by ESA will be considered as time worked for the purpose of eligibility for increment steps.

Casual employees shall move to the next increment step upon completion of two thousand and eighty (2,080) hours worked for the Employer.

## **ARTICLE 13 – SENIORITY**

### **13.01 Seniority Declaration**

The parties agree that job security and entitlement to regular employment should increase in proportion to length of continuous service.

### **13.02 Seniority Defined**

A)

- i) Seniority shall be defined as the length of an employee's continuous employment based on date of hire with the employer, including service prior to certification of the Union.
- ii) When a casual employee is hired into a permanent position, their start date shall be established by converting their total accumulated hours worked as a casual within that particular classification using seven and one half hours per day as the basis of conversion accumulated from the date of hire.
- iii) A regular employee who terminates her employment and is rehired as a casual employee within thirty (30) calendar days shall retain seniority accrued while a regular employee. The seniority date will be converted into hours using seven and one half hours per day as the basis of conversion.

- B) Seniority shall include time spent on:
- 1) Paid holidays
  - 2) Paid vacation
  - 3) Leave during which an employee is in receipt of wage loss benefits from the Workers' Compensation Board pursuant to Sections 29 or 30 of the Workers' Compensation Act in respect of a claim from this Employer, for a maximum of twenty four (24) months. For the purpose of this provision applicable leave shall also include time during which an employee is receiving WCB Benefits other than wage loss benefits pursuant to Sections 29 or 30 of the Act, so long as the employee is otherwise entitled to benefits under those sections.
  - 4) Paid sick leave
  - 5) Union leave, where the Employer is reimbursed for such leave
  - 6) Pregnancy, parental and adoption leave to a maximum of twelve (12) months from the commencement of such leave
  - 7) Other approved paid leaves of absences
  - 8) Any absence covered by medical employment insurance
  - 9) Compassionate care leave
  - 10) Long term disability leave

### **13.03 Seniority Lists**

- A) Seniority lists shall be kept current. The Employer shall post and provide the steward coordinator with a copy of the seniority list on the fifteenth day of each quarter to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.
- B) The seniority list shall contain the following information:
- i. First and last name;
  - ii. Employment status (regular full time, regular part time, casual);
  - iii. Classification/job title;
  - iv. Seniority hours;
  - v. Start date.

### **13.04 Loss of Seniority**

Seniority rights shall cease for an employee who:

- a) voluntarily terminates his/her employment;
- b) is dismissed and such dismissal is not reversed through the grievance procedure;
- c) is laid off for a continuous period of more than twelve (12) consecutive months;
- d) is absent from work as scheduled for three (3) consecutive work days, without notifying management, and who cannot provide an acceptable reason for their absence.

### **13.05 Probation**

New full-time employees will be hired on a three (3) month probationary period. The probation period for part-time employees will be four hundred and sixty-five (465) hours or six (6) months, whichever occurs first. The probation period for casuals is as outlined in clause 11.02. The employment of a probationary employee may be terminated at any time for cause, without notice or severance. The test for cause shall be the suitability of the employee for continued employment (which includes, but is not limited to, demonstrated ability to handle the duties and responsibilities of the position as well as the ability to meet scheduling requirements as outlined in the position description). The parties agree that the probationary period may be extended by mutual agreement between the employer and the Union.

## **ARTICLE 14 – TERMINATION OF EMPLOYMENT**

### **14.01 Termination of Employees**

The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination.

### **14.02 Termination by Employees**

- A) Regular employees, other than those serving a probationary period, shall give fourteen (14) days written notice of termination to a representative designated by the Employer with the authority to accept such written notice.
- B) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with clause 32.02 - Vacation Scheduling.
- C) Provide that fourteen (14) days' notice in advance of commencement of vacation has been given to the Employer a retiring employee is exempt from the provisions of (B) above and may schedule any portion of her accrued vacation entitlement immediately prior to retirement.
- D) The Employer may waive the written notice as set out in clause 14.02 above.
- E) A regular employee who fails to give fourteen (14) days' notice of termination shall be paid her earned vacation entitlement less two percent (2%); for example; an example; an employee entitled to eight percent (8%) shall be paid six percent (6%); an employee entitled to ten percent (10%) shall be paid shall be paid eight percent (8%) etc.

## **ARTICLE 15 – EMPLOYEE EVALUATION AND PERSONNEL FILE**

### **15.01 Evaluation**

The employee's overall work performance shall be reviewed prior to the end of their probationary period and annually thereafter. The supervisor conducting the review shall first give the employee an opportunity to review the evaluation. The supervisor and the employee shall meet to discuss the evaluation shortly thereafter. If the employee disagrees with the evaluation the employee may object in writing to the evaluation and such objection shall be retained on file with the evaluation.

### **15.02 Personnel File**

- A) Employees may review their own personnel file in the presence of the Employer in the office in which the file is normally kept, with five (5) days' advance written notice. Copies may be made of any documents in the employee's file at a cost to the employee of ten cents (10¢) per single sided sheet.
- B) Union representative or steward shall, upon written authority of the employee, be entitled to access and review and employee's personnel file in order to facilitate the investigation of a grievance.
- C) All documents within an employee's personnel file are considered to be confidential and shall remain within the sole jurisdiction and purview of the Employer and employee unless otherwise stipulated in this Agreement.

### **15.03 Employee Rights**

An employee shall be provided with a copy of evaluations and any written censures, reprimands or adverse reports to be placed on the file. An employee who disputes the evaluations or documents of a disciplinary

nature has recourse through the grievance procedure, and the eventual resolution thereof shall become part of the employee's personnel file, with such amendments and deletions that may be requisite.

#### **15.04 Records Removed**

Upon request of the employee, all record of any disciplinary action taken by the Employer shall, with the exception of suspensions, be removed from the employee's file and destroyed twenty four (24) months after the date of the incident. Record of suspensions will remain on file for a period of twenty four (24) months after the date of the incident. Record of suspensions will remain on file for a period of twenty four (24) months following the expiry of suspension. The foregoing provisions apply provided that no further disciplinary action has occurred with the intervening period.

### **ARTICLE 16 – VACANCY POSTINGS**

#### **16.01 Posting Requirements**

If a new job is created in the bargaining unit, and/or under the conditions listed in 16.01 a, b, or c, the Employer shall post a vacancy notice or job posting. A vacancy requires a job posting when:

- a) the Employer requires additional staff; or
- b) an employee permanently leaves his/her position;
- c) an employee is on an extended leave of absence pursuant to clause 16.04b below.

#### **16.02 Vacancy Description**

The posting shall contain a description of the vacant position, the date of commencement, a summary of the job descriptions, the wage level and required qualifications, as well as the closing date of the posting.

#### **16.03 Posting Notice**

Notices shall be posted internally for a period of ten (10) calendar days. All applicants for posted vacancies within the bargaining unit shall be informed of the Employer's decision.

#### **16.04 Temporary Appointments**

- A) The employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) work days unless the Union and the Employer mutually agree to extend this time limit.
- B) The employer may make a temporary appointment to a position in which the present incumbent has been granted an extended leave of absence. Where such leave of absence is for a period in excess of six (6) calendar months, the Employer shall post a notice of the temporary vacancy. Such temporary employment shall not exceed twelve (12) months unless the Union and the Employer mutually agree to extend this time limit.
- C) A regular employee who is assigned to, or of her own volition, fills a temporary appointment shall return to her former position and pay rate without loss of seniority or benefits when the temporary appointment ends.

#### **16.05 First Consideration**

Vacant positions are posted internally and on The Salvation Army website simultaneously. The Employer agrees that when a vacancy occurs or a new position is created at the worksite which is within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay-off, first notice and first consideration in filling the vacancy or new position. Each qualified employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the

position by formal interview and/or assessment. Employees shall submit a cover letter applying for the position along with an updated resume. Where an employee within the bargaining unit is not appointed to fill the vacancy or new positions, she shall be given, upon request, an explanation as to why her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate. The Employer shall provide such reasons within a further fourteen (14) calendar days.

#### **16.06 Filling Vacancies**

- A) In the filling of vacancies, new positions or promotions, appointments shall be made to the employee with the required knowledge, qualifications, efficiency and level of competency and ability (as determined through performance appraisals). Where a regular [non-probationary] employee applies for a vacancy in the same job and the same classification she presently occupies, she shall be deemed to have met the qualification criterion. Competency and ability will be assessed through the interview and a review of performance. Where the criteria are assessed as relatively equal, seniority shall be the determining factor.
- B) The Employer will make all reasonable efforts to place the successful applicant in the position within thirty (30) days of the posted start date, and the successful applicant must be available to start in the position within thirty (30) days of the posted start date.

#### **16.07 Qualifying Period**

Employees who post into a new position or classification will serve a trial period of three (3) months. During this period the Employer may elect to return the employee to the previously held position if it is determined that the employee is not suitable, or the employee may elect to revert to his/her previously held position. If an employee returns or is returned to his/her previous position, this will be without loss of seniority or benefits and will be at the rate of pay of the previous posting, including any wage increases they may have been eligible for.

### **ARTICLE 17 – LAY-OFF AND RECALL**

#### **17.01 Reduction of the Workforce**

When the Employer deems it necessary to reduce the work force, the Employer shall inform the Union. When such a reduction of workforce is required, the Employer may attempt to adjust staffing levels by canvassing employee interest in filling vacant positions, retirement or voluntary layoff. If further reductions are necessary, such work force reductions shall be made in reverse order of seniority provided that employees remaining are qualified and able to do the available work as per clause 16.06.

#### **17.02 Layoff Notice**

The Employer shall give twenty-eight days' written notice of position elimination to any regular employee whose position will be affected. A copy shall be sent to the union steward. The notice letter shall also contain the options available to the employee, a proposed meeting date, and a date by which a response would be required. It is understood that this clause shall not apply when a layoff is caused by circumstances beyond the control of the Employer (eg. fire, flood, medical closure etc.)

#### **17.03 Options**

- A) Options for the affected employees include:
- i) First consideration in the selection of vacant or new positions in accordance with seniority (provided the employee has the capability and qualifications to perform the duties).
  - ii) to be laid off and placed on the recall list for a period of up to one year for regular employees and three months for probationary employees. If the employee desires casual or temporary work during this period, she shall be placed on the casual list, by indicating this preference in writing.



iii) to be terminated and receive severance pay in accordance with clause 17.07b.

- B) Should the affected employee choose to apply for a vacant or new position, a meeting will be arranged between the employee, the union Steward and an employer representative, to review the current union seniority list and a list of current position vacancies. The meeting may be waived by the employee, in which case a copy of the current seniority list and position vacancies will be forwarded to the employee and her steward.
- C) Affected employees will indicate their choice in writing to the Employer no later than seven calendar days from the date of the meeting, or the date of receipt of the written materials. In the event that the employee fails to respond within this period without good reason, they may make a selection based on the vacancies available at the time of the date of their response.
- D) An affected employee selecting a vacancy of a lower rated position shall assume the rate of the position they have selected.

**17.04 Employees on Leave of Absence**

Employees on approved leaves of absences shall be served notice of position elimination and can elect to make their choice while on leave or when they return to work. If the employee makes their selection upon their return to work, their choice will be based on the vacancies and seniority lists current at that time. Employees are not subject to lay off until completion of such approved leaves of absence.

**17.05 Vacancies and Notice of Recall**

- A) Should a regular vacancy/work of an on-going nature occur following lay-off, employees on the recall list shall be provided with seven calendar days' notice of recall. Employees will be recalled in order of seniority providing they have the qualifications and capability to perform the duties of the vacant position.
- B) Notice of recall shall be in writing, and sent by Expresspost. Employees are responsible for keeping the employer advised at all times of their current address/contact information.
- C) No new regular or casual employee shall be hired to fill regular positions until those laid off have been given first option of recall. If no employee on layoff possesses the required qualifications and capability, the vacant position will be posted.

**17.06 Response to Recall**

Any employee laid off and recalled for work must return within seven (7) calendar days. Employees required to give reasonable notice to another employer shall be deemed to be in compliance with this seven calendar day provision. Failure to return to work as agreed shall be considered to constitute abandonment of the right to re-employment.

**17.07 End of Recall Period**

- A) The recall period is one year, except for probationary employees, in which case it is three (3) months.
- B) Severance Pay  
Employees who have not been recalled after the recall period has elapsed shall be deemed to be terminated and shall receive severance pay in accordance with the table below:

<b>Length of Service</b>	<b>Severance Pay</b>
More than six months but less than 3 years	2 weeks
3 years	3 weeks
4 years	4 weeks

5 years	5 weeks
6 years	6 weeks
7 years	7 weeks
8 years or more	8 weeks

The parties agree that the above severance is in addition to the advance notice provided under clause 17.02.

**17.08 Return to Work Provisions**

- A) An employee accepting recall to a position shall serve a qualifying period pursuant to clause 16.07 - Qualifying Period.
- B) Recall shall not result in a promotion unless agreed upon by the Union and the Employer.

**17.09 Optional Benefits Continuation for Employees on Temporary Layoff**

- A) Benefits for laid off employees can be extended to the end of the month following the month the employee last worked. Cost sharing of premiums continues during this period.
- B) Should employees desire such benefit continuation, they shall indicate at the time they select their option in writing under 17.03(d) which benefits they wish to continue for the period outlined in (a) above, and shall make arrangements to pay their portion of benefits premiums in advance.

**ARTICLE 18 – TECHNOLOGICAL CHANGE, AUTOMATION**

**18.01 Technological Change**

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change (automation or introduction of new method of operation).

**18.02 Lay-Off Due to Technological Change**

When it is necessary to reduce staff due to technological change, the lay-offs shall be done in accordance with the provisions of article 17 – Lay-Off and Recall.

**ARTICLE 19 – JOB DESCRIPTIONS AND CLASSIFICATION**

**19.01 Classification and Wage Rates**

- A) Employees shall be classified and paid in accordance with Appendix A.
- B) New classifications may be established at the sole discretion of the Employer.
- C) Wage rates for any new classifications shall be negotiated in a meeting between the Employer and the Union Representative and steward. If negotiations fail to produce an agreement, the Union’s position may be advanced through the Grievance and Arbitration procedures in Article 9 and 10 of this Agreement.
- D) Where the Union grieves, it shall provide specific details of its objections.

**19.02 Job Descriptions**

- A) A job description exists for each current position in the bargaining unit, and a copy has been provided to the Union.
- B) Job descriptions shall include the job title, title of the immediate supervisor, classification/wage level of the job, list of the duties, qualifications, and the date prepared.

- C) Where a new or substantially altered job description covered by this agreement is introduced, the proposed wage rate and job description shall be provided to the Union. Such job descriptions shall be the recognized job descriptions unless grieved by the Union within sixty (60) days of presentation.
- D) Where the Union grieves, it shall provide specific details of its objections.

## **ARTICLE 20 - CONTRACTING OUT**

### **20.01 Contracting Out**

- A) The Employer agrees not to contract out bargaining unit work to any outside agency or individual that will result in the layoff of employees within the bargaining unit.
- B) It is understood by both parties that the use of volunteers, student placements, medical residents, and work experience participants will not be considered contracting out, and shall be supernumerary to the regular complement of staff.

### **20.02 Volunteers**

- A) It is understood that persons who serve as volunteers in accordance with the historic mission and present practice of The Salvation Army Rotary Hospice House will not be considered part of the bargaining unit. These volunteers may, from time to time, perform duties normally as an adjunct to work performed by members of the bargaining unit but will not replace bargaining unit members.
- B) The parties agree that volunteers will be utilized primarily to provide assistance to the bargaining unit workforce or to handle work excluded from the bargaining unit. It is understood that the use of volunteers will not result in employees losing regularly-scheduled hours or being laid off.

### **20.03 Students**

The parties agree that should student placements or students-in-training programs be run by The Salvation Army Rotary Hospice, such students will be deemed volunteers and will be excluded from the bargaining unit.

## **ARTICLE 21 - WORK SCHEDULES**

### **21.01 Work Schedules**

- A) The Employer shall develop a work schedule ("rotation"), assigning each employee to a shift. Schedules may be set pursuant to averaging agreements as per Employment Standards.
- B) Amendment of the work schedule, including starting and finishing times, shall be discussed at the worksite level by job classification. *Bona fide* consideration will be given to alternative schedules proposed by the employees in an effort to secure mutual agreement on the amendment of the work schedule.
- C) A regular employee shall not be scheduled to work more than six consecutive days unless requested by the employee and agreed to by the Employer.
- D) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.
- E) Work schedules may take the form of either two shift or single shift rotations except as requested by the employee in writing and agreed by the Employer. This provision shall not apply to shifts accepted by regular part-time employees in addition to their regularly scheduled work.

- F) An employee may request in writing to work fixed evening or night shift, and such request will be assessed taking into consideration training and supervision needs.
- G) Except by agreement between the Employer and employee concerned, each regular employee shall receive two (2) off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing her regularly-scheduled block which may include one or more night shift(s).

### **21.02 New or Vacant Shift Selection**

Employees shall be entitled to exercise seniority in the selection of days of work and shifts within a classification. Such selection shall be made only upon the creation of a new shift or a shift becoming vacant.

### **21.03 Advance Notice and Changes to Shift Schedules**

- A) Schedules for regular employees will be posted on worksite bulletin boards, providing all regular employees four weeks' advanced notice.
- B) The Parties recognize that shift schedules may need to be altered. The Employer will provide as much notice as possible of a change in an employee's shift schedule provided the Employer is aware of the circumstances sufficiently in advance to provide the fourteen (14) calendar days' notice. In situations that are beyond the control of the Employer the Employer may give notice of less than fourteen (14) calendar days.
- C) Employees whose schedules are changed without the advance notice specified in (B) above cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first week of the new schedule.

### **21.04 Work Attendance Requirements**

- A) It is understood that employees are responsible to be aware of their work schedule and to report for work when scheduled, except for legitimate absences, as approved by their supervisor, and/or as covered by other articles of the Collective Agreement (eg. sick leave).
- B) Employees are required to give as much notice as possible of their inability to attend work when scheduled and barring exceptional circumstances to provide a minimum of four (4) hours in advance of their scheduled shift, and the general nature of the reason for their inability to attend work when schedule (eg. sick leave).

### **21.05 Voluntary Shift Exchange**

When operational requirements permit, employees may exchange shifts with other employees with the same status, in the same job classification providing:

- a) There is prior authorization by the supervisor or designate;
- b) There shall be no increased cost to the Employer
- c) Requests for exchanges shall be made in writing with a minimum of four (4) business days' notice, barring exceptional circumstances.
- d) Once the Employer has authorized the exchange of shifts there shall be no grievances filed as a result of an authorized and agreed-to shift exchange.

## **ARTICLE 22 – HOURS OF WORK**

### **22.01 Hours of Operation**

The Employer shall establish the hours of operation at the worksite.

## **22.02 Work Week**

Except where the parties have agreed to schedules set pursuant to averaging agreements pursuant to Employment Standards:

- A) The workweek for full-time employees is between twenty-five (25) and forty (40) regularly-scheduled straight time hours (or a mutually-agreed equivalent) worked Saturday to Friday.
- B) The workweek for part-time employees is less than twenty-five (25) regularly-scheduled straight time hours (or a mutually-agreed equivalent) worked Saturday to Friday.
- C) The normal daily full time shift hours (base day) shall be:
  - i) seven (7) hours
  - ii) seven and one half (7 1/2) hours
  - iii) eight (8) hours

The employee's base day shall be used in calculating leave entitlements.

- D) The daily hours of work for each employee shall be consecutive.
- E) For the purposes of determining the work day, when the major portion of the hours worked fall within a particular calendar day, the shift will be considered to have occurred on the calendar day in which the majority of hours fall. For example, the first shift on a Saturday will be the one that started at 2330 Friday night.

## **22.03 Meal Periods**

Employees working shift in excess of five (5) hours are entitled to an unpaid one half hour meal break, which should be scheduled as close as possible to mid-shift. Employees who are required to remain at their workstations during their meal breaks shall be paid at straight time rates. Should an employee who has not been designated to be available for work during his/her meal period be recalled to work during her meal period, the remainder of the unused portion of the meal break shall be provided later in the shift.

## **22.04 Rest Periods**

Employees working a full shift will receive one rest period of fifteen (15) minutes in each half of the shift. For shifts of a minimum of four (4) hours but less than six (6) hours, one fifteen (15) minute rest period shall be taken. Specific timing of rest periods may vary, depending on resident needs.

## **22.05 Standard/Daylight Savings Time Change**

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

# **ARTICLE 23 – OVERTIME**

## **23.01 Extra Hours**

Coverage of extra work that may be required will be assigned by the Employer in the most economical and efficient manner possible. The Employer will have extra work performed at straight time rates wherever possible, by first offering them to casual and then part time employees within the classification who have previously indicated their desire for extra hours, pursuant to clause 11.04 (c).

## **23.02 Overtime**

If having followed 23.01 overtime work becomes necessary, such work will be offered to employees (regular then casual) within the classification first, then to other qualified employees. Overtime will not be

mandatory unless operationally necessary.

### **23.03 Overtime Pay Calculation-RN/LPN**

Overtime shall be calculated as follows:

A) Daily Overtime:

- i) Time and one half (1½ x) after eight hours in one day
- ii) Double time (2x) after ten hours in one day

B) Weekly Overtime:

- i) An employee who has worked fewer than 40 hours in a week and who accepts a shift on a day off will be paid at straight time rates. Once her hours exceed 40 straight time hours for the work week she shall be paid at time and one half for any additional hours worked, excluding daily overtime rates.
- ii) An employee required by the employer to work a sixth consecutive day will receive overtime at the rate of time and one half for that day;
- iii) Double time will be paid for a seventh shift or for hours worked in excess of 48 hours but excluding daily overtime rates
- iv) An employee who agrees to work on a scheduled day off shall not have the day rescheduled.

C) Overtime at the rate of one and one-half (1.5x) times the appropriate holiday rate shall be paid on the following basis:

- i) for all overtime hours worked on a calendar paid holiday;
- ii) by the Employer with less than fourteen (14) calendar days' notice.

### **23.04 Calculation of Overtime (Excludes RN/LPN)**

Overtime will be calculated according to Employment Standards, as follows:

- a) after eight hours in one day: time and one half (1.5x) for the hours over eight hours
- b) after 12 hours in one day: double time (2x) for the hours over twelve (12) hours  
or
- c) after forty (40) hours in one week: time and one half (1.5x) for the hours between forty (40) and forty-eight (48) hours, and double time (2x) for hours worked in excess of forty-eight (48) hours but excluding daily overtime rates.

### **23.05 Pay or Compensatory Time Off**

At the time an employee is requested or required to work overtime, the employee may opt for compensating time off at the applicable overtime rate, in lieu of overtime pay. If the employee opts for compensating time off, the time shall be taken at a time mutually agreed by the employee and the Employer, and shall be taken within eight (8) calendar weeks of the occurrence of the overtime. The Employer shall attempt to accommodate the scheduling of the time off. If such time off has not been taken by the end of the eight (8) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular paycheque.

### **23.06 Greater than Fifteen Minutes**

Overtime shall not be claimed or received for less than fifteen minutes. If overtime amounts to fifteen (15) minutes or more, it shall be paid for the total period of the overtime.

## **ARTICLE 24 – SHIFT PREMIUM AND WEEKEND PREMIUM**

### **24.01 Application**

An employee shall be paid a shift premium for every evening and night shift when one-half or more than one-half of the hours worked fall within the defined evening or night shift. In such cases the shift premium shall be paid for the total number of hours worked.

The shift premium shall apply to overtime hours worked during the evening or night shift.

### **24.02 Shift Premium**

The evening shift premium shall be RN-seventy cents (\$0.70), LPN-ninety-five cents (0.95), all other classifications sixty cents (\$0.60) per hour.

The night shift premium shall be RN-three dollars and fifty cents (\$3.50), LPN-two dollars and twenty-five cents (\$2.25), all other classifications-one dollar and ten cents (\$1.10) per hour.

### **24.03 Weekend Premiums**

The weekend premium shall be RN-two dollars ten cents (\$2.10), LPN-one dollar thirty-five cents (\$1.35), all other classifications-one dollar ten cents (\$1.10) per hour for each hour worked between 23:30 hours Friday and 23:30 hours Sunday.

### **24.04 Super Shift Premium**

An RN shall be paid a super shift premium of one dollar (\$1.00) per hour for each hour worked between 23:30 Friday and 07:30 Saturday, and between 23:30 Saturday and 07:30 Sunday. The premium shall be in addition to night and weekend premiums.

## **ARTICLE 25 – RESPONSIBILITY PAY**

RNs or LPNs designated in charge of the worksite for three (3) hours or more shall be paid an allowance of one dollar and twenty-five cents (\$1.25) per hour. Where an LPN is working with an Agency RN, the LPN shall be designated in charge.

## **ARTICLE 26 – NON-DISCRIMINATION, HARASSMENT AND RESPECTFUL WORKPLACE**

### **26.01 Description**

- A) The Employer and the Union recognize the right of employees to work in an environment free from harassment and agree to foster and promote such an environment. The Employer recognizes its responsibility in ensuring that employees are free from harassment and discrimination and to provide a working environment in which all individuals are treated with respect and dignity. Employees are responsible to conduct themselves in a respectful manner in the workplace and to refrain from discrimination and harassment. Management actions which are conducted in a respectful manner, including measures to correct performance deficiencies or to impose discipline for workplace infractions, do not constitute harassment.
- B) Harassment includes but is not limited to deliberate actions toward an individual or individuals that ought reasonably to be known as being unwelcome by the recipient and which serve no legitimate work purpose and is based on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia. Harassment includes the types and examples of the harassment as defined in the policy including Discriminatory, Psychological, Personal, and Sexual Harassment.

i) **Discrimination and Discriminatory Harassment**

Includes but is not limited to comments or conduct based on the protected grounds outlined in the provincial Human Rights legislation. Examples include offensive comments, jokes, or behaviour that disparage or ridicule a person's race, religion, sexual orientation, gender, creed, or disability, personal appearance or weight; creating, displaying or distributing derogatory or offensive written materials that imply the inferiority of a protected group of people.

ii) **Psychological Harassment and Personal Harassment**

Includes but is not limited to derogatory conduct or behavior that intimidates or belittles an individual or group of individuals. Examples include humiliating or bullying behavior that undermines psychological or physical integrity or dignity, is hostile or abusive; persistent, excessive and unjustified criticism and constant scrutiny.

iii) **Sexual Harassment**

Includes but is not limited to discrimination, interference, restriction or coercion exercised or practiced with respect to any employee on the basis of gender and/or sexual orientation. Examples include unwelcome sexual advances or demands, threats, punishment or denial of a benefit for refusing sexual advances, offering a benefit in exchange for sexual favors, sexually suggestive comments, gestures, email messages or attachments, unwelcome remarks, jokes, innuendos, propositions or taunting about a person's body, and/or clothing.

**26.02 Procedure**

- A) All complaints of discrimination and harassment shall be addressed in a timely manner and appropriate corrective measures shall be taken to prevent further recurrences. The Parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- B) The Parties agree that employees complaining of harassment shall have the right to pursue the matter initially in the following manner:
  - i) through a formal grievance/arbitration process as per Article 9/10; OR
  - ii) through a formal complaint as per The Salvation Army policies
- C) If an employee chooses the grievance procedure, they must grieve the latest alleged occurrence directly to the Employer's designate.
- D) Upon receipt of the written complaint, the Employer shall notify in writing the union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- E) This clause does not preclude an employee from filing a complaint under the Human Rights Code, however an employee shall not be entitled to duplication of process on the same issue.

**26.03 Policy Maintenance**

The Employer agrees to maintain its harassment policy including the requirement for employees/officers, and volunteers to participate in mandatory harassment training.

**ARTICLE 27 – OCCUPATIONAL HEALTH AND SAFETY**

**27.01 Statutory Compliance**

- A) 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 industrial diseases and the promotion of safe working practices.

- B) There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

#### **27.02 Joint Occupational Health and Safety Committee**

- A) The parties agree that a joint occupational health and safety (JOSH) committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the Workers' Compensation Act. The committee shall be comprised of Employer and Union representatives, with equal numbers to a maximum of three (3), and with each party appointing its own representatives.
- B) The JOSH committee shall meet at least once every month or as may be required. The employee or Employer Co-chair is empowered to call extra meetings at any time. Committee members are to be paid at regular hourly rates when attending meetings.
- C) The general duties of the JOSH committee shall be in accordance with the Industrial Health and Safety Regulations of the Workers' Compensation Board of B.C.

#### **27.03 Medical Examination**

An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

#### **27.04 Training**

- A) The Employer will provide orientation or in-service training 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.
- B) Where an employee is required by the Employer to attend a course for the purpose of training, the time spent in training will be at straight time. Any other expenses associated with the training shall be borne by the Employer.

#### **27.05 Aggressive Behaviour**

- A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated. Violence, verbal abuse and aggressive behaviour are serious offences and are not to be accepted by employees as "part of their work". The Employer will take all reasonable steps to eliminate, reduce and minimize threats to the safety of employees including aggressive behaviour and violence.
- B) Aggressive behaviour means the threatened, attempted or actual exercise of violence, intentional use of physical force, or verbal abuse which gives an employee reasonable cause to believe she is at risk of injury.
- C) When the Employer is aware that a resident has a history of aggressive behaviour, the Employer shall make such information available to the employees.
- D) Employees shall hold all information gained pursuant to (c) above in the strictest of confidence.
- E) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The JOSH committee shall be consulted on the curriculum. If a risk of injury to employees from violence is identified by an assessment performed in accordance

with Section 4.28 of the Violence in the Workplace regulations under the Workers' Compensation Act, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate, or where that is not possible, minimize risk.

## **ARTICLE 28 – EDUCATION AND CAREER DEVELOPMENT**

### **28.01 Courses/Examinations at the Request of the Employer**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer. Wherever possible, contingent upon operational requirements, course attendance will be scheduled to occur during regular working hours. Where an employee is required to attend outside of regular scheduled hours, straight-time pay will apply for the hours in attendance.

### **28.02 In-Service Education and Meetings**

Employees who are requested to and attend an Employer arranged in-service education seminar/meeting shall receive straight time wages. Should an employee be requested to attend such a meeting during a scheduled overtime shift, then the applicable overtime rate shall apply within the scheduled shift, with straight time rates applicable for any seminar/meeting hours outside of the scheduled shift.

### **28.03 Orientation and Training**

The parties recognize the value of orientation programs for employees, and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation in a manner it deems appropriate for new employees. Employees required to attend such programs will be paid at straight time rates.

## **ARTICLE 29 – EXEMPT AND SAVE HARMLESS**

The Employer shall insure to:

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

## **ARTICLE 30 – STATUTORY AND PAID HOLIDAYS**

### **30.01 Statutory and Paid Holidays**

- A) i) The following ten (10) days have been recognized as statutory holidays:

New Year's Day	Labour Day
Good Friday	NDTR Day
Thanksgiving Day	Remembrance Day
Victoria Day	Family Day
Canada Day	Christmas Day
British Columbia Day	

- ii) The following two days have been designated as paid holidays: Easter Monday and Boxing Day.

- B) **Eligibility for a Day in Lieu**

This benefit (a day in lieu) applies to employees with a minimum of thirty (30) days' service, who have worked (including scheduled vacation) fifteen (15) days in the thirty days immediately preceding the

statutory holiday.

### **30.02 Statutory Substitution**

The employer may at its discretion for one or more employees substitute another day off for a statutory holiday if the employer and the employee or a majority of those employees, as the case may be, agree to the substitution.

### **30.03 Christmas / New Year's Requests**

The employer agrees to make every reasonable effort to schedule either Christmas Day or New Year's Day off, for employees so requesting.

### **30.04 Holiday Falling on a Day of Rest**

When a statutory or paid holiday falls on a regular employee's day of rest, the employee shall be entitled to an equal number of hours off with pay in lieu of the holiday or the equivalent cash compensation.

### **30.05 Holiday Coinciding with a Day of Vacation**

Where a regular employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

### **30.06 Payment for a Statutory/Paid Holiday Day Off**

A regular full time employee shall receive regular pay for each day off for the statutory or paid holiday.

A regular part time employee shall receive pay calculated on their average day's hours.

### **30.07 Work on a Statutory/Paid Holiday (Excludes RN/LPN)**

A) Pay:

(i) A regular employee who works on a holiday outlined in 30.01A will receive time and a half (1.5) times the employee's regular wage for the time worked up to twelve (12) hours.

(ii) A casual employee who works the statutory holidays above will receive time and a half (1.5) times the employee's regular wage.

B) Day in Lieu: Where the regular employee has met the eligibility criteria in 30.01(b) and is required to work on the statutory or paid holiday he/she shall receive a day off in lieu of the holiday (paid at straight time rates).

### **30.08 Work on a Statutory/Paid Holiday-RN/LPN**

#### **Regular Employee**

A) A regular employee required to work New Year's Day, Easter Monday, Victoria Day, Canada Day, B.C. Day, Thanksgiving Day, Remembrance Day, Family Day and Boxing Day shall be paid at the rate of two (2) times for the shift. The rate of two (2) times shall be paid for a shift when one-half (1/2) or more than one-half (1/2) of the hours worked fall within 0001 hours and 2400 hours on the named day. In such cases the rate of two (2) times shall be paid for the total hours worked.

#### **B) Super Stats**

A regular employee required to work on Christmas Day, Labour Day or Good Friday, shall be paid at the rate of two and one-half (2.5) times for the shift. The rate of two and one-half (2.5) times shall be paid for the full shift when one-half (0.5) or more than one-half (0.5) of the hours worked fall within 0001 and 2400 hours on the named day. In such cases, the rate of two and one-half (2.5) times shall be paid for the total hours worked.

C) Where the regular employee has met the eligibility criteria in 30.01 (b) and is required to work on the statutory or paid holiday he/she shall receive a day off in lieu of the holiday paid at straight time rates.

#### **D) Casual Employee**

A casual employee who works on a paid holiday listed in clause 30.08(a) shall be paid two (2) times her rate of pay. A

casual employee who works on a paid holiday listed in clause 30.08 (b) shall be paid two point five (2.5) times her rate of pay.

## **ARTICLE 31 – SICK LEAVE**

### **31.01 Sick Leave Credits Accumulation**

- A) Regular (permanent) employees shall accumulate sick leave credits on the basis of one day for every twenty-two (22) days worked to a maximum of eighty-five (85) days. All sick leave credits are cancelled when an employee terminates his/her employment.
- B) Sick leave credits so accumulated may not be accessed during the probationary period.
- C) Sick leave pay shall be proportional to the regular working day.
- D) After successful completion of probation, an employee's sick bank will be credited with the sick leave accrued during the probation period.
- E) Upon written request from the employee, the employer will provide an up-to-date record of the employee's accumulated sick leave.

### **31.02 Eligibility**

Sick leave with pay is payable only because of legitimate personal illness or injury of the employee, and employees who are absent from work for one day or more because of sickness may be required to prove sickness. When an employee has not provided a Doctor's note or certificate of medical absence as requested by the Employer within three (3) working days of return to work, they will be considered as ineligible for sick leave.

### **31.03 Medical Confirmation**

The Employer may require a doctor's note supporting the absence after any absence. Where it appears that a pattern of consistent or frequent absence from work is developing, the Employer may require a doctor's note.

### **31.04 Employee Responsibilities**

The Employee shall inform his/her immediate supervisor as soon as possible in advance of the scheduled shift, of an inability to report to work because of personal illness or injury. The employee shall inform the Employer of the date of return to duty, in advance, for scheduling purposes. A minimum of two weeks' advance notice is required in the case of return from long term sick leave absences.

### **31.05 Duration of Sick Leave**

In no case shall sick leave for any one absence exceed a period of eighty five (85) days. When the provisions of this benefit have been exhausted, eligible employees have access to Long Term Disability Plan benefits if they qualify.

### **31.06 Voluntary Treatment**

While in voluntary attendance at a full-time treatment program for substance abuse, and on proof of enrolment, a regular employee shall be entitled to sick leave with pay to the extent that sick leave credits are available.

**ARTICLE 32 – VACATION**

**32.01 Vacation Entitlement**

A) Regular full time and part time employees earn vacation based on years of service. Vacation entitlement is earned on length of service in the preceding calendar year. In the case of partial years of service, vacation entitlements shall be computed in a pro rata basis.

Year of Hire	Vacation Pay+Time
0 completed years	4.8% of gross pay, and the proportional time such accumulated vacation pay represents, rounded to the nearest day.

**After the Year of Hire**

Completed Years of Service (as of December 31 <sup>st</sup> )	Vacation Earned	Vacation Pay
One to six years	Three weeks	6%
Seven to thirteen	Four weeks	8%
Fourteen to nineteen	Five weeks	10%
Twenty and over	Six weeks	12%

B) Upon written request from the employee, the employer will provide an up to date record of accumulated vacation.

**32.02 Vacation Scheduling**

- A) Subject to operational requirements, vacation may be taken any time during the calendar year, but under normal circumstances it should not be taken consecutive to a previous year's vacation.
- B) Vacations will be taken before the end of the calendar year without carryover. The scheduling of vacation must be mutually agreed to by the employee and employer designate.
- C) Vacation schedules shall be circulated for staff application prior to February 1<sup>st</sup> of each year within each work area. Applications must be received prior to March 1<sup>st</sup>. The completed schedule shall be approved and posted by April 1<sup>st</sup>.
- D) Employees who fail to submit their vacation bid by March 1<sup>st</sup> will have vacation assigned to them based on availability. Such assignment shall not form the subject of a grievance.
- E) Vacations shall be granted on the basis of service seniority within a work area. Employee vacation selections submitted after March 1 will be considered on a first-come, first-serve basis. Such employees will not be entitled to use seniority in respect to any vacation time previously selected by an employee with less seniority.
- F) The maximum number of employees within a work area to be allowed off at any one time will be consistent with the minimum coverage required, as established by the Employer.
- G) Vacation schedules, once approved by the Employer, shall not be changed except in cases of emergency, and by mutual agreement between the employee and the Employer.
- H) In the first round of vacation selection, employees shall be permitted to take up to three weeks of their

vacation in an unbroken period, subject to the vacation choice of more senior employees. When an employee's vacation time is divided, any subsequent block will not be considered until all other employees in her classification have made their first choice of vacation time.

- I) Changes requested in selected vacation periods shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees without the agreement of those employees.

**32.03 Vacation Credits Payout**

- A) Employees leaving employment will be paid for any earned vacation credits earned in the final year of employment but unused prior to termination.
- B) In the event of the employee's termination due to death, earned but unused vacation entitlement shall be made payable to the employee's beneficiary or where there is no known beneficiary to the employee's estate.

**ARTICLE 33 - HEALTH AND WELFARE**

**33.01 Extended Health, Dental and Group Life Benefits**

The current practice of the Employer with regard to the Extended Health Care Plan, the Dental Plan, and the Group Life Plans outlined in "Taking Care - The Salvation Army Employee Benefit Plan" booklet shall continue for the term of this Collective Agreement. The Employer shall pay the monthly "Single" premium cost of the Core Plan for Health Care, Dental Care, Basic Life Insurance, and Accidental Death and Dismemberment for regular permanent full time employees working twenty five (25) or more regularly scheduled hours per week, following completion of the three month waiting period.

**33.02 Long-Term Disability Benefits**

The current practice of the Employer with regard to the Long Term Disability Plan outlined in "Taking Care - The Salvation Army Employee Benefit Plan" booklet shall continue for the term of this Collective Agreement. Regular, permanent full-time employees working 30 or more regularly scheduled hours per week will be enrolled into the Long Term disability plan following the completion of the three month waiting period. All eligible employees are required to participate in the Long-term Disability (LTD) program. Long-term Disability (LTD) premiums will be paid by the employee.

The Employer will provide all eligible employees with the above-referenced plan booklet.

**33.03 Registered Retirement Savings Plan**

- A) Permanent full-time or part-time employees who have completed three months of service will be eligible for enrolment in the Group RRSP Plan outlined in The Salvation Army brochure as follows:

The Employer will contribute a percentage based on length of service according to the following schedule:

<u>Completed Service</u>	<u>Employer Contribution</u>
On completion of 3 months to 5 years	4%
On completion of 5 years' service (Commencing 6 <sup>th</sup> year of employment)	5%
On completion of 10 years' service (commencing 11 <sup>th</sup> year of employment)	6%

- B) Employees may make voluntary contributions over and above the basic contributions of the Employer. Employee voluntary contributions may be withdrawn once per calendar year. The Employer will match the voluntary contributions to a maximum as indicated below:

- a. on the completion of the probationary period - matching contributions to a maximum of two percent (2%) of regular paid earnings;
  - b. on the completion of 10 years of service (commencing the 11<sup>th</sup> year of employment) - matching of voluntary contributions to a maximum of three percent of regular paid earnings.
- C) All contributions are held in an account registered to the individual employee. The employee identifies the Funds in which the monies will be invested and investment selections may be changed from time to time in accordance with the terms of the Plan.

When the employee terminates employment with the Employer, they can elect from options identified on the TSA form.

### **33.04 Employee and Family Assistance Program**

The Employer shall provide an Employee and Family Assistance Program (EAP) for all regular employees working over twenty five (25) hours per week, and their eligible dependents. The Employer will provide eligible employees with the EAP brochure.

## **ARTICLE 34 - LEAVE OF ABSENCE WITH OR WITHOUT PAY**

### **34.01 General Leave of Absence Without Pay**

Subject to operational requirements, the Employer may grant a leave of absence for emergency or unusual circumstances without pay to an employee requesting such leave. Request for such leave shall be in writing with at least two weeks' notice, except in cases of emergency. Eligible employees may maintain coverage of health care plans provided in this Agreement, by prepaying the employee and Employer premiums.

### **34.02 Election Leave**

Employees who are eligible to vote in a Federal or Provincial election or referendum are entitled by law to three consecutive hours free from work during the hours the polls are open to cast their vote. If in order to satisfy this provision an employee must absent herself from work she shall suffer no loss of salary for the scheduled hours away from work.

### **34.03 Full Time Public Office**

The Employer shall grant, on written request with reasonable notice of not less than 30 calendar days, leave of absence without pay or benefits, and without loss or gain of seniority:

- A) for employees who have filed nomination papers to seek election in a Federal, provincial or municipal election, a maximum period of 90 days; and/or
- B) for employees elected to a public office for one term in office, a maximum of five (5) years.

### **34.04 Bereavement Leave**

- A) In the case of bereavement in the immediate family, a regular employee who is scheduled for work shall be entitled to bereavement leave, upon notification, at their regular rate of pay. Such leave shall not normally exceed three working days. Immediate family is defined for this purpose as including: spouse, common-law spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparents, grandchild.
- B) The Salvation Army offers one day bereavement with pay for death of a member of the employee's extended family (brother in law, sister in law, niece, nephew, aunt, uncle, first cousin and a relative permanently residing in the employee's household or with whom the employee permanently resides).

C) Additional days of unpaid leave may be granted at the discretion of The Salvation Army.

**34.05 Leave of Absence for Court Appearance**

- A) Regular employees, other than employees on leave, who are required to serve as jurors or subpoenaed as witnesses in any provincial or federal court, shall be granted leave of absence without loss of regular pay and benefits for the duration of the court duty, provided such court action is not occasioned by the employee's private affairs.
- B) Such employees will be responsible for keeping the Employer informed of the anticipated length of absence.
- C) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer all witness or jury fees received except for travelling and meal allowances not reimbursed by the Employer.
- D) In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.
- E) Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant to clause (a) preceding.

**34.06 Compassionate Care Leave**

An employee may request up to 8 weeks unpaid leave required to care or provide support to a family member, if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty six (26) weeks.

**34.07 Leave for Professional Meetings**

Subject to operational requirements leave of absence without pay may be granted for professional meetings not exceeding one week. Request for such leave shall be in writing with at least two (2) weeks' notice.

**ARTICLE 35 – PREGNANCY, PARENTAL AND ADOPTION LEAVE**

**35.01 Statutory Compliance**

There shall be full compliance with all applicable statutes and regulations regarding these leaves.

**35.02 Pregnancy Leave**

- a) An employee is entitled to a pregnancy leave of absence from work, without pay, for a period of 17 consecutive weeks or a shorter period requested by the employee.
- b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four weeks' notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth
- c) Employees taking leave under 35.03 Parental Leave are required to outline in writing to the employer, the proposed date of return from leave at the start of the leave. In the event plans change, written notice of at least twenty-one (21) days is required. Regardless of the date of commencement of the leave of absence taken under clause 35.03, the leave shall not end before the expiration of six (6) weeks following the



actual date of birth unless the employee requests a shorter period.

d) A request for shorter period under Subsection (c) must be given in writing to the Employer at least twenty-one (21) days before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.

e) If an employee's pregnancy is terminated before a leave request is made under Subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.

f) If an employee is unable to return to work following a leave of absence granted under either Subsection (a) or Subsection (e) preceding, the Employer upon request shall grant to the employee a leave of absence extension without pay not to exceed a total of six consecutive weeks further. To qualify, the employee must supply a certificate of a medical practitioner verifying the necessity of the leave.

### **35.03 Parental Leave**

a) Upon written request an employee shall be entitled to parental leave of up to 62 consecutive weeks (or 61 consecutive weeks for the birth mother) without pay.

b) Where both parents are employees of the Employer, the employees are both eligible for and shall determine the apportionment of the 61 weeks' (or 62 weeks in the case of an employee who has not taken leave under Clause 35.02 - Pregnancy Leave) parental leave.

c) An employee shall give four weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Clause 35.02(b) - Pregnancy Leave. In the case of adoption, the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.

d) **Parental leave shall commence:**

(1) in the case of a birth mother, immediately following the end of the pregnancy leave taken under Clause 35.02(a) unless the Employer and the employee agree otherwise;

(2) in the case of a father, following the birth of the child and within the 78 week period after the birth date.

(3) in the case of an adopting parent, following the adoption of the child and within the 78 week period after the date the adopted child comes into the actual care and custody of the parent.

e) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

### **35.04 Sick Leave Credits**

Prior to the commencement of pregnancy leave, illness arising due to pregnancy may be covered by sick leave.

### **35.05 Employment Deemed Continuous**

A) Pursuant to clause 13.02(b)(6), the service of an employee who is absent from work under this article shall be considered continuous for the purpose of seniority, vacation and Health and Welfare. The

Employer shall continue to pay its share of the insurance premiums to Health and Welfare plans and the employee shall be responsible to pay his/her share of the insurance premiums during the leaves.

- B) Failure by the employee to remit monthly premiums within thirty-one (31) days of the due date will result in cancellation of benefits, and reinstatement of these leaves will be contingent upon medical clearance (at the employee's cost) by the insurers.

### **35.06 Return to Employment**

An employee resuming employment after a maternity or parental leave of absence shall be reinstated in all respects to her previous position or a comparable position, with all increments to wages and benefits to which she would have been entitled during the period of her absence.

## **ARTICLE 36 - PAYMENT OF WAGES AND ALLOWANCES**

### **36.01 Payment of Wages**

Employees shall be paid on the Thursday of every other week and will be paid by direct deposit. New employees shall be required to use direct deposit.

### **36.02 Rate of Pay on Promotion or Reclassification**

Effective the date of signing, employees receiving a promotion or whose position is reclassified will receive the rate of pay for that position, effective the first day in the new position.

### **36.03 Substitution Pay (Temporary Assignment):**

- A) When operationally feasible in the view of the Employer, substitution to a higher paying classification shall be offered to employees in the next lower classification possessing the knowledge, skills, qualifications, availability and ability required for the higher paying position, in order of seniority.
- B) An employee temporarily substituting in, and performing the principal duties of, a higher paying classification at the employer's request, shall receive the higher rate of pay.
- C) An employee temporarily substituting in, or performing the principal duties of, a lower paying classification, at the Employer's request, shall receive their normal rate of pay.

### **36.04 Voluntary Demotion**

An employee requesting a voluntary demotion from a higher-paid position shall receive the rate for the lower paid position.

### **36.05 Meal Allowance**

Employees on the Employer's business away from their worksite and with the prior approval of the Employer shall be entitled to reimbursement for meal expenses incurred at the following rates: Breakfast \$8.50, Lunch \$10.50, Dinner, \$19.25.

### **36.06 Travel Expenses**

The Employer shall pay reasonable travel expenses to the employee when they are doing business for the Employer locally. This includes, but is not limited to, bus fare and parking charges. It is understood that the employee must provide receipts.

### **36.07 Vehicle Expenses**

An employee who voluntarily uses his/her vehicle for use in the Employer's operation will be compensated at the rate of forty (.40) cents per kilometre for all distances driven.

### **36.08 Minimum Daily Pay**

When a regular employee is called in and reports for work, the employee shall be paid a minimum of two (2)

hours at the appropriate rate of pay.

## **ARTICLE 37 – TERM OF AGREEMENT**

### **37.01 Duration**

- A) This Agreement shall be effective from April 1, 2021 to March 31, 2024 and shall remain in force and be binding upon the parties until and thereafter until a new Agreement has been ratified. The parties agree to exclude the operation of section 50(2) and (3) of the Labour Relations Code.
- B) All changes to the collective agreement are effective on the date of ratification unless otherwise specified in the agreement.
- C) Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

### **37.02 Continuity**

Until a new agreement has been concluded all provisions in this collective agreement shall remain in full force and effect.

### **37.03 Notice to Bargain**

- A) This Agreement may be opened for collective bargaining at any time within four (4) months immediately preceding the expiry of the agreement, by either party giving written notice to the other party.
- B) Where no notice is given by either party ninety (90) days or more before the expiry of the agreement, both parties are deemed to have given notice under this section ninety (90) days before the expiry.

**SIGNATURES OF THE PARTIES**

**Signed on behalf of  
The Governing Council of The  
Salvation Army in Canada  
on behalf of  
Rotary Hospice House**

    *Josie Delpriore*      
Josie Delpriore  
Territorial Director, Human Relations

    *John Thompson*      
John Thompson  
Territorial Manager, Labour Relations

    *Marianne Lemont*      
Marianne Lemont  
Regional Director, Human Relations (W)

    *Elizabeth Roach*      
Elizabeth Roach  
Executive Director

    *Suzie Farrell*      
Suzie Farrell  
Operations and Business Manager

    *W. Tupling Guest*      
W. Tupling Guest  
Negotiator

**Signed on behalf of  
British Columbia Nurses' Union**

    *Peter Knapp*      
Peter Knapp  
BCNU Negotiator

    *Michelle Schnittker*      
Michelle Schnittker  
Bargaining Committee Member

    *Pamayla Kaley*      
Pamayla Kaley  
Bargaining Committee Member

**Dated at     Richmond     British Columbia, this day     July 28, 2022**

**APPENDIX A - CLASSIFICATIONS AND WAGE RATES**

All terms become effective date of ratification. Wages become effective and are retroactive to April 1, 2021 for employees actively employed as of date of ratification.

All probationary employees shall receive the probationary wage rate of \$1.00 less than the current rate of the classification worked.

	Current	April 1, 2021	April 1, 2022	April 1, 2023
<b>Care Aide (RCA)</b>	\$22.92	\$23.38	\$24.31	\$25.29
<b>Housekeeping</b>	\$17.75	\$18.11	\$18.83	\$19.58
<b>Cook</b>	\$19.47	\$19.86	\$20.65	\$21.48
<b>Admin. Assistant</b>	\$21.65	\$22.08	\$22.97	\$23.88

<b>LPN</b>	First Year	Second Year	Third/Fourth Year	Fifth/Sixth Year	Seventh/Eighth Year	Ninth Year
Current	\$27.32	\$28.16	\$29.00	\$29.59	\$29.86	\$30.15
April 1, 2021	\$27.87	\$28.72	\$29.58	\$30.18	\$30.46	\$30.75
April 1, 2022	\$28.98	\$29.87	\$30.76	\$31.39	\$31.68	\$31.98
April 1, 2023	\$30.14	\$31.07	\$31.99	\$32.64	\$32.94	\$33.26

<b>RN</b>	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year	Seventh Year	Eighth Year	Ninth Year
Current	\$35.01	\$36.34	\$37.70	\$38.98	\$40.40	\$41.75	\$43.11	\$44.37	\$45.96
April 1, 2021	\$35.71	\$37.07	\$38.45	\$39.76	\$41.21	\$42.59	\$43.97	\$45.26	\$46.88
April 1, 2022	\$37.14	\$38.55	\$39.99	\$41.35	\$42.86	\$44.29	\$45.73	\$47.07	\$48.75
April 1, 2023	\$38.62	\$40.09	\$41.59	\$43.00	\$44.57	\$46.06	\$47.56	\$48.95	\$50.70

## **APPENDIX B**

### **Arbitrators**

Stan Lanyon

Colin Taylor

Heather Laing

Mark Brown

Chris Sullivan

## APPENDIX C

### EXPEDITED ARBITRATION

1. The parties agree that failing a resolution of a dispute through the grievance procedure, either party may pursue a matter to Expedited Arbitration pursuant to Section 104 of the B.C. Labour Relations Code.
2. Alternatively, except for grievances relating to dismissals, suspensions in excess of five (5) days, policy grievances or grievances where a party intends to raise a preliminary objection (all of which would be referred to formal arbitration), the parties may mutually agree to follow the procedure below:
  - a) The parties shall mutually agree to an arbitrator from the list of Arbitrators in Appendix B.
  - b) As the process is intended to be informal, where possible the parties shall not use legal counsel to present their case.
  - c) The Union will forward a brief summary of its case identifying particulars and any reliance authorities to the Employer at least ten (10) business days in advance of the scheduled expedited arbitration.
  - d) 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 presentation.
  - e) 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 pursuant to sub-clause (f) below.
  - f) The decision of the arbitrator is to be completed within three (3) days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey.
  - g) The expedited arbitrator shall have the same authority as an arbitrator established under Article 10.
  - h) The decision of the arbitrator shall be final and binding on the parties.
  - i) The resolution of the grievance, whether through pre-hearing settlement or by decision of the arbitrator, shall be without prejudice or precedent in subsequent proceedings.

**LETTER OF UNDERSTANDING #1**  
**MEDICAL APPOINTMENT LEAVE**

Management agrees to continue its past practice with respect to medical appointment leave. Regular full-time staff working a scheduled full-time Monday through Friday day shift shall have access to fourteen (14) paid hours per calendar year to attend at medical appointments on the proviso that these appointments cannot be made outside of their regular shift (office hours).

The employee requesting the leave shall provide minimum prior notice of twenty-four (24) hours to their supervisor, and permission is granted at the discretion of the supervisor.

If requested, the employee will be required to substantiate the reason(s) that the appointment cannot be made outside of their regular shift.



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