



**COLLECTIVE AGREEMENT
BETWEEN**

HOSPITAL EMPLOYEES' UNION

AND

AMICA ARBUTUS MANOR INC.

APRIL 1, 2019 TO MARCH 31, 2023

Note: underlined text is new language for 2019-2023

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WHEREAS the British Columbia Labour Relations Board has certified the Union as the bargaining agent for certain employees of the Employer;

AND WHEREAS the parties hereto have agreed to enter into a Collective Agreement upon the terms hereinafter set forth:

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent on behalf of the employees for whom the Union has been certified as bargaining agent.

2.02 The Union is hereby established as the sole collective bargaining agency for the employees, and the Employer undertakes that he/she will not enter into any other Agreement or contract with the employees either individually or collectively which will conflict with any of the provisions of this Agreement.

2.03 All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union within seven (7) days of commencement of employment and maintain their membership in the Union for the duration of the Agreement.

Where the Employer has knowledge of an employee failing to maintain Union membership or check-off of Union dues, the Employer shall so advise the Union, and, in turn, the Union shall advise the employee in writing.

ARTICLE 3 - DEFINITION OF EMPLOYEE STATUS

3.01 Regular Full-Time Employees

A regular full-time employee is one who works regularly scheduled full-time shifts (minimum 32.5 hours per week). These employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement.

3.02 Regular Part-Time Employees

A regular part-time employee is one who works two or more regular scheduled full-time shifts, or equivalent, each week (minimum 15 hours per week).

These employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this collective agreement on a pro rata basis with the exception of the Medical Benefits outlined in Article 44 which will be received in full.

3.03 Casual Employees

A casual employee is one who is employed for relief purposes or for temporary increased workload situations, which are not scheduled on a regular basis. Casual employees accumulate seniority on an hourly basis.

ARTICLE 4 - UNION SECURITY

4.01 The Employer, during the life of this Agreement as a condition of employment, shall deduct monthly from each employee in the bargaining unit, a sum equal to Union dues as certified by the Union, and remit such sum within forty-five (45) days along with a list of employees who have been terminated in the proceeding month and a list of the employees in the bargaining unit and their employee status and the amount of dues or

equivalent monies currently being deducted for each employee in the proceeding month and a list of the employees who have completed their probationary period in the proceeding month.

4.02 All employees within the Bargaining Unit on the date of signing of the Agreement must become members of the Union in good standing in accordance with its Constitution and By-laws and, as a condition of employment, maintain their membership in the Union for the duration of the Agreement.

4.03 All new employees shall, within seven (7) days of commencement of employment, become members of the Union and maintain their membership in the Union for the duration of the Agreement. The Employer agrees to sign into the Union all such employees.

4.04 The Employer shall Indicate on each employees annual federal T4 slip the amount of all deductions paid to the Union by employees during that taxation year.

4.05 In January and June, the Employer shall provide to both the Secretary-Treasurer of the Local and the Secretary-Business Manager of the Union, a list of all employees in the Bargaining Unit, their job titles, addresses, cell phone and home phone numbers and email addresses if known to the Employer. This list shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org.

At the beginning of each calendar month, the Employer shall provide the opportunity for a Union-designated representative to meet with any new employees hired within the previous thirty (30) days. [Such meetings shall not exceed twenty (20) minutes in duration.]

The Employer shall schedule a meeting for this purpose any day between Monday and Friday and between 0900 and 1700 hours, and will not deduct wages or benefits from those employees in attendance.

New employees shall receive wages while attending such meetings, but wages shall be limited to and shall not include any overtime even in cases in which the meeting is scheduled outside of and in addition to the scheduled work of the employees.

4.06 Notice of Union Representative Visits

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

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

Visits will be scheduled at a mutually agreed time with consideration for operational requirements.

4.07 Meeting Facilities

The Union shall be permitted to use a designated meeting room onsite for meetings of the local provided sufficient notice is given to the employer and space is available on the date requested.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lock-out.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union agrees that it is the exclusive function of the Employer to perform the usual functions of management, including, but not so as to restrict the generality, of the foregoing:

- a) conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline, and efficiency;
- b) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.

6.02 It is agreed that the functions set forth in Article 6.01 shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

6.03 Notwithstanding anything to the contrary within this Agreement, a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure.

6.04 Volunteers

The Union recognizes that the Employer is an organization which involves the participation of volunteers in order to properly and successfully accomplish its objectives.

The Union agrees that the Agreement shall in no way interfere with the role of volunteers.

The Employer agrees that the use of volunteers shall not result in the reduction of hours or a layoff of a member of the Bargaining Unit. In addition, volunteers shall not be utilized to perform work previously performed by employees who have been laid off or who have had their hours reduced.

It is further agreed that the utilization of volunteers, as of the date of signing of this Agreement, is consistent with the above.

ARTICLE 7 - SHOP STEWARDS

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

- a) Shop Stewards may be appointed by the Union on the basis of one (1) Shop Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Stewards to a maximum number of fifteen (15) Stewards.
- b) The Administrator is to be kept advised of all Shop Steward appointments.
- c) One (1) Shop Steward or Union Committee member will be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- d) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one (1) department shall be given leave of absence to transact Union business at any one time.

ARTICLE 8 - NO DISCRIMINATION OR HARASSMENT

8.01 No Discrimination

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.

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

The Union and the Employer agree that employees are entitled to work in an environment which is free from harassment including sexual harassment by employees including management employees and the Employer agrees to take appropriate action where such harassment is found to exist.

8.02 Respectful Workplace

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

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

A Respectful Workplace is characterized by:

- a) Polite Behaviour – defined as courteous and considerate behaviour toward others;
- b) Inclusion – of people with different backgrounds, cultures, strengths and opinions;
- c) Safety – from disrespectful, discriminating, bullying and harassing behaviour;
- d) Dispute Resolution Processes – differences will be managed through dispute resolution processes including, but not limited to Article 8.03 of this agreement; and
- e) Support – individuals will be supported to learn and practice personal dispute resolution and respectful workplace skills.

Workplace Bullying

Bullying for the purpose of this Article is any repeated or systemic behaviour which may be either physical, verbal or psychological including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person.

Personal harassment and/or bullying does not include acceptable social banter in the workplace. Nor does it include actions occasioned through the exercise in good faith of management's rights for bona fide operational requirements or progressive corrective discipline in a manner that is respectful of those involved.

Inclusion

Inclusion for the purpose of this Article means welcoming people with diverse backgrounds into the workplace. Behaviours include but are not limited to: working to understand cultural differences,

working constructively with employees accommodated as a result of the employer's duty to accommodate and valuing other's differing styles and contributions.

Support

Support for the purpose of this Article means coaching, in-service training and/or internal or external expert intervention designed to bring dispute resolution skill and respectful workplace knowledge to the workplace.

8.03 Complaints Investigation

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

- a) where the complaint pertains to the conduct of an employee within the HEU Bargaining Unit, it shall be referred to, Jean Greatbach, Barbara Junker or Ms. A. Mohamed (Complaints Investigators); or
- b) where the complaint pertains to the conduct of a person not in the HEU Bargaining Unit, it shall be referred to Jean Greatbach or Barbara Junker (Complaints Investigators).

When a complaint is received under either a) or b) above, the appropriate Complaints Investigator shall,

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

8.04 Conduct of Grievance Procedure

a) Union Representation

No Shop Steward, or employee shall leave his/her work area without obtaining the permission of his/her immediate supervisor. Employee-Shop Steward discussions shall take place where resident service is not affected. Shop Stewards shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's hours of work.

b) Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward wishes to discuss the grievance with that employee, the employee and Shop Steward shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

8.05 Suspension

When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The suspension may form the basis of a grievance to be processed in accordance with the grievance procedure.

8.06 Personnel File

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

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

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

ARTICLE 9 - DISCUSSION OF DIFFERENCES

9.01 Union Committee

The Union shall appoint and maintain a committee comprising of

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

9.02 Employment Relations Meetings

The Union and the Employer are committed to a process of working together with the common goals of anticipating and resolving mutual problems and improving their day to day working relationship. To this end, the Union Committee shall, as occasion warrants, but not less than every three months unless otherwise agreed, meet with the Employer for the purpose of discussion and, if possible, resolution of any matter of mutual concern.

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

- a) Reviewing matters related to the maintenance of good relations between the parties;
- b) Correcting conditions causing misunderstandings;
- c) Fostering the development of work related skills and promoting work place productivity;
- d) Dealing with matters raised by the Parties, and
- e) Discussing and, if possible, resolving any grievance or dispute arising between the Employer and the Employee concerned.

Grievances of a general nature may be initiated by the Union at Step Two (2) of the grievance procedure.

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

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 "Grievance" means any difference or dispute concerning the interpretation, application, administration, or alleged violation of the Collective Agreement between the Employer and any employee or employees bound by this Collective Agreement.

10.02 Grievances shall be processed in the following manner:

Step One (1)

The employee with or without a Shop Steward (at the employee's option), shall first discuss the grievance with the Department Manager or General Manager within twenty-one (21) calendar days after the date on which he/she became aware of the action or circumstances giving rise to the grievance. The Employer will have seven (7) calendar day to respond. If the grievance is not settled at this step then within a further seven (7) calendar days of the Employers response;

Step Two (2)

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

Step Three (3)

The Shop Steward, Secretary-Business Manager or his/her designate and representatives appointed by the Employer, shall meet within twenty-one (21) days or at another mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7)

calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 11 within thirty (30) days. The Employer agrees that their representatives at the Step Three (3) meeting have the authority to resolve grievances.

10.03 Dismissal - Suspension for Alleged Cause

When an Employee is suspended or dismissed, the Employer shall provide a copy of the letter, on the day it is provided to the Employee as follows:

1. By e-mail to the HEU staff representative
2. By hand to the shop steward

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

10.04 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or adverse performance evaluation. An employee shall be given a copy of any such document placed on the employee's file. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of his/her personnel record. Any such document, other than official evaluation reports shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction of a similar nature. The Employer agrees not to introduce as evidence in any hearing any document arising out of previous discipline from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

10.05 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places; one (1) indicating that the employee has read and accepts the evaluation and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

10.06 Industry Trouble-shooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Chris Sullivan; Dalton L. Larson; V.L. Ready; S. Moore; J. Gordon, Irene Holden, Jean Greatbatch, Elaine Doyle or a substitute agreed to by the parties, shall at the request of either party:

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

In the event that the parties are unable to agree on an Industry Trouble-shooter within a period of thirty (30) days from the date this Collective Agreement is awarded, either party may apply to

the Minister of Labour of the Province of British Columbia to appoint such person.

10.07 Expedited Arbitration

- (a) The Union may refer a grievance to an expedited arbitration. The parties will meet to review the expedited arbitration process and scheduling of hearing dates.
- (b) The grievances suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.
- (c) The location of the hearing is to be mutually agreed to by the parties.
- (d) As the process is intended to be non-legal, lawyers may not be used to represent either party.
- (e) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (f) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the *Labour Relations Code*.
- (g) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (h) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- (i) All decisions of the arbitrators are to be limited in application to the particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (j) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (k) The parties shall equally share the costs of the fees and expenses of the arbitrator.

- (l) The expedited arbitrators, who shall act as sole arbitrators, shall be mutually agreed to by both parties. Should the parties fail to agree on an arbitrator either party may request the Minister of Labour to make such appointment. In this regard the parties agreed to make every effort to appoint an arbitrator who is available to hear and determine the matter within two (2) months of the referral to arbitration.
1. Joan Gordon
 2. J. Korbin
 3. V. Ready
 4. I. Holden
 5. J. McEwen
 6. S. Moore
- (m) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8 excepting Article 8.03.
- (n) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- (o) Any suspension for alleged cause that it is not dealt with under this Section shall be referred immediately to Article 11 for resolution.

ARTICLE 11 - ARBITRATION

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and by the Employer.

11.01 Any grievance not settled as herein before stated shall be placed before an Arbitration Board, composed of an appointee from the Union and an appointee from Arbutus Manor. The two (2) members so appointed shall select a third (3rd) member who shall be the Chairperson selected from the following list:

1. Joan Gordon
2. J. Korbin
3. V. Ready
4. I. Holden

5. J. McEwen
6. S. Moore

The award of the Arbitration Board shall be final and binding upon both parties. Any disagreement with the meaning of an award shall be clarified by the Chairman of the Arbitration Board.

The time limits fixed by this procedure may be extended by consent of the parties to this Agreement. Each party shall pay the costs of the arbitrator it appoints, one-half (1/2) of the costs of the Chairperson and one-half (1/2) of the costs of any expense of the Arbitration Board for clerical work, supplies, and rents, etc.

11.02 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to this contract, it is found that an employee has been unjustly laid off, suspended, or discharged, that employee shall be reinstated by the Employer without loss of pay, with all his/her rights, benefits, and privileges which he/she would have enjoyed if the layoff, suspension, or discharge had not taken place.

If the Arbitration Board finds that an employee has been unjustly laid off, suspended, or discharged, that employee shall be reinstated by the Employer and the Arbitration Board may order that this reinstatement be without loss of pay, and with all rights, benefits, and privileges which would have been enjoyed if the layoff, suspension, or discharge had not taken place. Provided, however, that it is shown to the Arbitration Board that the employee has been in receipt of wages during the period between layoff, suspension, or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

11.03 The Arbitration Board shall have the power to settle the terms of the question or questions to be arbitrated.

11.04 Single Arbitrator

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three (3), such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

Also, in addition to the above paragraph, as an alternative procedure to Article 11.01, the parties of this Agreement may, if it is mutually agreed to do so, agree upon a single arbitrator as a means of settling disputes. The party desiring arbitration under this Article will notify the other party in writing. In the event one of the parties declines the procedure, regular arbitration procedures under Article 11.01 will prevail.

The parties agree to make every effort to have the matter heard by an Arbitrator within two (2) months of the referral to arbitration using one of the Arbitrators named in Article 11.01 above.

The Arbitrator shall schedule a hearing within fifteen (15) calendar days of his/her appointment.

The Arbitrator shall hear and determine the dispute and issue a verbal or written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the Arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The parties agree that the time limits for appeal under the *Labour Relations Code* of B.C. shall commence with the issuance of written reasons for the decision.

The Arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 11.01 with the exception of the time period the Arbitrator has to issue a decision.

Each party shall pay their own costs and expenses of the arbitration, one-half (1/2) of the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 12 - SENIORITY

12.01 Seniority Hours

Regular employees accumulate seniority on all paid hours (excluding over-time hours) and on all scheduled hours through any unpaid leaves of absences (see Article 20.02).

Casual employees accumulate seniority on all paid hours (excluding over-time hours) to a maximum of one full-time equivalent (FTE).

The initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and calculating seniority hours.

Seniority shall continue to accumulate while an employee is on WSBC wage-loss benefits, company approved unpaid leave, maternity and/or parental leave based on regular scheduled hours.

12.02 Promotion, Transfer, Demotion, Release

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

12.03 Qualifying Period

If an employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months.

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

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

12.04 Temporary Promotion, Transfer, or Demotion

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

12.05 Seniority Lists

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

12.06 Loss of Seniority

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

- a) Voluntary resignation;

- b) Discharge for cause;
- c) Layoff in excess of twelve (12) months;
- d) Failure to signify intention to return to work within three (3) days of the receipt of the notice of recall, which shall be in writing addressed to the last known address of the employee according to the records of the Employer, or failure in fact to return to work within a further five (5) days of such signification. An employee who so fails shall forfeit his/her claim to re-employment; or
- e) Absence from work without leave of absence being granted by, or an explanation being given satisfactory to the Employer for an absence for three (3) working days or more.

12.07 Supervisory or Military Service

- a) It is understood service with the Armed Forces of Canada in time of war or compulsory military service does not constitute a break in the continuous service and shall not affect an employee's seniority, to be calculated based on regular scheduled hours.
- b) An employee accepting an excluded position shall retain bargaining unit seniority for a period of up to three hundred and sixty-five days.

ARTICLE 13 - PROBATIONARY PERIOD

- a) For the first three (3) calendar months of continuous service with the Employer, an employee shall be a probationary employee. During the three (3) month probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.
- b) Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining prerequisites.
- c) The probationary period may be extended by mutual agreement between the Employer and the Union.

ARTICLE 14 - NEW AND CHANGED POSITIONS

14.01 Notice of New Positions

In the event the Employer shall establish a job description, the job description and wage rate for this new job shall be established by the Employer, and written notice shall be given to the Union; unless written notice of objection thereto by the Union is given to the Employer within sixty (60) calendar days after such notice, such job description and wage rate shall be considered as agreed to. Where the Union objects, it shall provide reasons for the objection in writing subject to the provisions of Article 15 (c).

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

14.02 Notice of Changed Positions

In the event the Employer shall adopt new methods of operation or make significant changes to an existing job, the Employer shall give written notice to the Union of those existing jobs which shall be affected by such new methods of operation or the significant changes.

When the Union objects, it shall provide reasons for the objection in writing subject to provisions of Article 15 (c).

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

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

ARTICLE 15 - JOB DESCRIPTIONS

- a) The Employer shall draw up job descriptions for all jobs and classifications in the Bargaining Unit.
- b) The said job descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and the Shop Steward, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days.
- c) Where the Union objects, it shall provide specific details of its objection which shall be generally limited to whether:
 - (i) the procedure whereby the job shall have been established has been followed;
 - (ii) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
 - (iii) the job is properly remunerated in relation to the existing wage schedule; and,
 - (iv) any qualifications established for the job are relevant and reasonable.
- d) An employee may request a review of his/her job description. If the employee is not satisfied with the Employer's decision, he/she shall have the right to the established grievance procedure.

ARTICLE 16 - TRANSFERS, STAFF REDUCTIONS, AND TERMINATIONS

16.01 If the regular employee is transferred or re-classified other than on a temporary basis to a higher job group, he/she shall receive not less than the rate that he/she was receiving at the time of the transfer or the rate of job into which he/she is being transferred, whichever is the higher.

16.02 If a regular employee is temporarily transferred to a higher rated job group for one (1) full shift or more, he/she shall receive the rate for the new job group for the time so transferred.

16.03 Assignment of an employee to a lower rated classification shall be avoided but may occur due to a reduction of staff, inability to perform his/her previous job due to sickness or accident, or at the wish of the employee under permanent transfer, or for any other reason as determined by the Employer acting within the scope of this Agreement.

16.04 If an employee is temporarily assigned to some of the duties of supervisory personnel outside the contract for the Director of Culinary Services or the Director of Wellness, or as otherwise assigned by the General Manager, the Employer will pay a lead premium of \$1.50/hr to already scheduled hours.

If an employee is temporarily assigned the full duties of supervisory personnel outside the contract, he/she shall receive the minimum of the rate of pay for the supervisory position for the time of the assignment.

16.05 When changes take place through demotion or staff reductions involving less than three (3) employees, the Shop Steward will be promptly notified. Notice of any staff reductions involving more than three (3) employees will be given beforehand to the Shop Steward.

16.06 Reduction in Work Force

1. In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off. A reduction or increase of fifteen percent (15%) or more of an employee's original scheduled hours of work per week shall be considered a layoff.
2. The Employer shall give regular full-time and regular part-time employees the following written notice or pay in lieu of notice:
 - (a) less than three (3) years' seniority - thirty-one (31) calendar days;

- (b) Three (3) or more years' seniority - one (1) additional week for each additional year of employment to a maximum of ten (10) weeks' notice.
3. The notice period described in 2) above is in addition to any notice or pay in lieu of notice required by the *Employment Standards Act* in the case of group terminations.
4. Notice of lay-off shall not apply to probationary employees.
5. Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 17 of this Agreement.
6. Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Secretary-Treasurer of the Local.
7. An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current telephone number and address for purposes of recall. The Employer's only obligation on recall is to contact the employee at the last known address. Therefore, failure to provide correct, current information could jeopardize the employee's right to recall.

16.07 All full-time and regular part-time employees with five (5) years or more continuous years of service shall receive one (1) week's pay for every year of employment, upon terminating their services with the Employer.

Payment of accrued severance pay to be put into individual RRSPs with the Royal Trust Company. The employee will be able to select the type of RRSP best suited to his/her needs. Money in the account will not be available to the employee until terminating his/her services with the Employer, but will continue to build while employed by annual contributions from the Employer and interest earned. The employee will be able (though not required) to add to the fund with his/her own contributions.

ARTICLE 17 - JOB POSTING

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

- a) If the vacancy or new job has a duration of two (2) calendar month or more, the vacancy or new job including the wage rate, a summary of the job description, the required qualifications, the hours of work including days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information.
- b) In the posting of a vacancy or new job, the hours of work including days off and work area may be subject to change consistent with operational requirements and the provisions of the Collective Agreement, provided that the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory, or in bad faith.
- c) If the vacancy, or new job has a duration of less than two (2) calendar month, qualified employees who have indicated their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 12.02. If the application of the paragraph requires the Employer to pay overtime to the employee pursuant to Article 32 - Overtime the proposed move shall not be made.

- d) The Employer shall also consider applications from those employees with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, parental leave, leave respecting disappearance of child, leave respecting death of child, critical illness or injury leave, leave respecting domestic violence, jury duty or education leave and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.
- e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraph (a) above.
- f) The Employer shall, within five (5) business days of the successful candidate being notified, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- g) The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.
- h) One (1) copy of all postings shall be sent to the Secretary-Business Manager of the Union (or their designate) and the Chairperson of the Local within the aforementioned seven (7) calendar days.

ARTICLE 18 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

18.01 Preamble

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

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

18.02 Definition of Displacement

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

18.03 Notice of Displacement

The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change as described in Article 18.02.

Employees affected by technological change will be given reasonable notification in advance and allowed a training period of one (1) month to acquire the necessary skills for retaining employment within the facility, commensurate with their seniority and ability.

18.04 Bumping

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

- a) Employees shall be laid off in reverse order of seniority.
- b) A laid off employee may bump a less senior employee provided the employee possesses the ability to perform the duties of the job of the less senior employee. Bumping rights must be exercised within thirty-one (31) days of notification of lay-off by providing written notice to the Employer.
- c) Employees on lay-off shall be recalled in order of seniority subject to ability to do the work available. Employees will be notified of recall by registered mail or its equivalent and

must report for work within seven (7) calendar days of receiving notification.

18.05 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Articles 16, 17, and 18.

ARTICLE 19 - BULLETIN BOARDS

19.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all employees in the Bargaining Unit of the activities of the Union.

It is the responsibility of the employees to keep themselves aware of all Union matters that may concern them.

19.02 Badges and Insignia

Employees shall be permitted to wear Union pins or Shop Steward badges.

19.03 Union Advised of Changes

The senior Union official shall be informed in writing prior to the implementation of any changes made by the Employer, which shall affect the terms of this Agreement.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Unpaid Leave

A regular employee may be granted a leave of absence without pay for a period of time not to exceed three (3) months for personal reasons provided that such leave may be arranged without undue inconvenience to the normal operations of Arbutus Manor.

Except in emergencies, application for leave of absence must be made in writing at least two (2) weeks in advance of such leave.

Employees will make every effort to provide more than two (2) weeks' notice.

20.02 Unpaid Leave Affecting Seniority and Benefits

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

Unpaid leaves of absence totalling more than twenty (20) working days shall result in loss of further benefit entitlement for the balance of the leave taken. For purposes of this Article, an employee granted unpaid leave of absence totalling more than twenty (20) working days and employees in receipt of W.S.B.C time loss benefits shall continue to accumulate seniority and continue to qualify for payment of health insurance plan premiums by the Employer. For purposes of this Article, an employee in receipt of L.T.D. benefits shall be deemed to be on unpaid leave of absence.

20.03 Unpaid Leave - Union Business

Unpaid leave of absence shall be granted to designated Union members to transact Union business, including conventions, conferences, negotiations, etc., unless this would unduly interrupt Arbutus Manor work, provided, that these designated members shall be paid by the Employer for time lost in attending meetings during work hours whenever their attendance is required by the Employer. The Union shall give reasonable notice to minimize disruption of staff. Seniority and benefits shall accumulate during such leaves.

An employee may be granted leave of absence without pay to attend Union business on a full-time basis, for specific or indefinite periods, and such employees shall retain all the rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave of absence and

shall apply to such provisions as annual vacations, increments, and promotions.

20.04 Unpaid leave of absence due to extended illness shall not be deducted from length of service in the calculation of seniority.

ARTICLE 21 - PARENTAL LEAVE

21.01 Maternity Leave

The Employer shall grant Maternity Leave without pay and without loss of seniority in accordance with the provisions of the *Employment Standards Act*.

- 1) An employee, on her written request for maternity leave, is entitled to a leave of absence from work, without pay, for a period not to exceed an aggregate of seventy-eight (78) weeks, consisting of the statutory two (2) week waiting period prescribed by the *Employment Insurance Act*, followed by fifteen (15) weeks maternity leave and sixty-one (61) weeks parental leave.
 - 1.1) A request under subsection (1) must:
 - a) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and
 - b) be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- 2) Regardless of the date of commencement of the leave of absence taken under subsection (1), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- 3) A request for a shorter period under subsection (2) must be given in writing to the Employer at least four (4) weeks 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 medical practitioner stating that the employee is able to resume work.

- 4) Where an employee gives birth before a request for leave is made under subsection (1), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth on a specified date, grant the employee leave of absence from work, without pay, for a period of seventeen (17) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- 5) Where an employee's pregnancy is terminated before a request for leave is made under subsection (1), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- 6) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

21.02 Parental Leave

- 1) An employee, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (3).
- 2) A request under subsection (1) must:
 - a) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and
 - b) be accompanied by:

- i) a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided;
 - ii) a letter from the agency that placed the child providing evidence of the adoption of the child.
- 3) The employee is entitled to parental leave for a period of up to sixty-two (62) consecutive weeks without pay (inclusive of the 2-week employment insurance waiting period) commencing,
 - a) in the case of a natural mother, immediately following the end of the maternity leave taken under 19.01 unless the Employer and employee agree otherwise,
 - b) in the case of a natural father, following the birth of the child and within the seventy-eight (78) week period after the birth date of the new-born child, and
 - c) in the case of an adopting mother or father, following the adoption of the child within the seventy-eight (78) week period after the date the adopted child comes into the actual care and custody of the mother or father.
- 4)
 - a) if the new-born child or adopted child will be or is at least six (6) months of age at the time the child comes into actual care and custody of the mother or father, and
 - b) if it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition,

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental

leave taken under subsection (3).

21.03 Combined Maternity and Parental Leave

Notwithstanding sections above, an employee's combined entitlement to a leave of absence from work under this part shall not exceed a total of seventy-eight (78) weeks.

21.04 Employer May Require Employee to Take Leave

An Employer may require an employee to commence a leave of absence where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

ARTICLE 22 - BEREAVEMENT LEAVE

22.01 Bereavement leave of absence of four (4) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family, or a miscarriage or stillbirth of the employee or the employee's spouse or common-law spouse. Immediate family shall include parent (or alternatively step-parent or foster parent), spouse, common-law spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

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

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

ARTICLE 23 - LEAVE RESPECTING DESAPPEARANCE OF CHILD

- 1) If a child of an employee disappears and it is probable, in the circumstances, that the child's disappearance is a result of a crime, and the employee requests leave under this article, the employee is entitled to unpaid leave for a period of up to 52 weeks. (For the purposes of this article, child means a person under 19 years of age.)
- 2) If an employee is charged with a crime that resulted in the disappearance of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under subsection (1).
- 3) A leave under subsection (1) must be taken during the period that starts on the date the child disappears and ends on the date that is 53 weeks after the date the child disappears.
- 4) A leave under subsection (1) may be taken by the employee in:
 - a) One unit of time, or
 - b) More than one unit of time, with the employer's consent.
- 5) Despite subsection (4), a leave under subsection (1) ends on the earliest of the following dates, if any apply:
 - a) The date on which circumstances indicate it is no longer probable that the child's disappearance is a result of crime;
 - b) The date the employee is charged with a crime that resulted in the disappearance of the child;
 - c) The date that is 14 days after the date on which the child is found alive;
 - d) The date on which the child is found dead;
 - e) The date that is the last day of the last unit of time in respect of which the employer consents under subsection (4)(b).
- 6) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child has disappeared in circumstances in which it is probable the disappearance is a result of a crime.

ARTICLE 24 - LEAVE RESPECTING DEATH OF CHILD

- 1) If a child of an employee dies and the employee requests leave under this article, the employee is entitled to unpaid leave for a period of up to 104 weeks. (For the purposes of this article, child means a person under 19 years of age.)
- 2) If an employee is charged with a crime that resulted in the death of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under this section.
- 3) A leave under subsection (1) must be taken during the period that starts:
 - a) On the date the child dies, or
 - b) On the date the child is found dead, in the case of the child disappearing before the child dies.And ends on the date that is 105 weeks after the date referred to in paragraph (a) or (b), as applicable.
- 4) A leave under subsection (1) may be taken by the employee in:
 - a) One unit of time, or
 - b) More than one unit in time, with the employer's consent.
- 5) Despite subsection (3), a leave under subsection (1) ends on the earlier of the following dates, if any apply:
 - a) The date the employee is charged with a crime that resulted in the death of the child;
 - b) The date that is the last day of the last unit of time in respect of which the employer consents under subsection (4)(b).
- 6) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child is dead.

ARTICLE 25 - CRITICAL ILLNESS OR INJURY LEAVE

- 1) Family member means: a member of an employee's immediate family, as defined in the *Employment Standards Act*.
- 2) An employee who requests leave under this section is entitled to the following unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner

issues a certificate in accordance with subsection (4):

- a) Up to 36 weeks of unpaid leave to provide care or support to a family member who is under 19 years of age at the start of the leave;
 - b) Up to 16 weeks of unpaid leave to provide care or support to a family member who is 19 years of age or older.
- 3) If a certificate issued in accordance with subsection (4), with respect to a leave under this section, sets out a period for which a family member of an employee requires care or support that is less than the maximum number of weeks specified in subsection (2)(a) or (b), as applicable, the employee
- a) Is entitled to take the leave only up to the number of weeks indicated in the certificate, and
 - b) May, respecting the leave, obtain one or more additional certificates in accordance with subsection (4), but the employee's entitlement to the leave does not exceed the maximum number of weeks specified in subsection (2)(a) or (b), as applicable.
- 4) A certificate referred to in subsection (2) must:
- a) State that the baseline state of health of the family member has significantly changed and the life of the family member is at risk as a result of an illness or injury.
 - b) State that the care or support required by the family member can be met by one or more persons who are not medical professionals, and
 - c) Set out the period for which the family member requires care or support.
- 5) The employee must give the employer a copy of the certificate referred to in subsection (2) as soon as practicable.
- 6) An employee may begin a leave under this section respecting a family member no earlier than the earlier of the following:
- a) The first day of the week in which the certificate referred to in subsection (2) respecting the family member is issued;
 - b) The first day of the week in which the baseline state of health of the family member significantly changes and the life of the family member is at risk as a result of an illness or injury.

- 7) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - a) The family member in respect of whom the leave is taken dies;
 - b) The expiration of 52 weeks from the date the leave began.
- 8) A leave taken under this section must be taken in units of one or more weeks.
- 9) If an employee takes a leave under this section and, at the time referred to in subsection (7)(b), the life of the family member remains at risk as a result of the illness or injury, the employee may take a further leave after obtaining a new certificate in accordance with subsection (4), and subsections (5) to (8) apply to the further leave.

ARTICLE 26 - LEAVE RESPECTING DOMESTIC VIOLENCE

- 1) In this section:
 - a) "child" means a person under 19 years of age;
 - b) "domestic violence" includes:
 - i) Physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,
 - ii) Sexual abuse by an intimate partner or by a family member,
 - iii) Attempts to physically or sexually abuse by an intimate partner or by a family member,
 - iv) Psychological or emotional abuse by an intimate partner or by a family member, including:
 1. Intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,
 2. Unreasonable restrictions on, or prevention of, financial or personal autonomy,
 3. Stalking or following, and
 4. Intentional damage to property;
 - c) "eligible person" means, with respect to an employee,

- i) A child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child's parent or guardian,
 - ii) A person who:
 - 1. Is 19 years of age or older;
 - 2. Is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person's parent or former guardian, and
 - 3. Is under the day-to-day care and control of the employee, who is the person's parent or former guardian, and
 - 4. Prescribed person;
 - d) "family member" means any of the following:
 - i) With respect to a person,
 - 1. The spouse, child, parent, guardian, sibling, grandchild or grandparent of the person, or
 - 2. An individual who lives with the person as a member of the person's family;
 - 3. Any other individual who is a member of a prescribed class;
 - e) "intimate partner" means, with respect to a person, any of the following:
 - i) An individual who is or was a spouse, dating partner or sexual partner of the person, or
 - ii) An individual who is or was in a relationship with the person that is similar to a relationship described in paragraph (a).
- 2) In addition to experiencing domestic violence in the circumstances described in the definition of "domestic violence" in subsection (1), a child who is an employee or eligible person also experiences domestic violence if the child is exposed, directly or indirectly, to domestic violence experienced by any of the following individuals:
- a) An intimate partner of the child;
 - b) A family member of the child.

- 3) If an employee or eligible person experiences domestic violence, the employee may request leave for one or more of the following purposes:
 - a) To seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic violence;
 - b) To obtain for the employee or eligible person victim services or other social services relating to domestic violence;
 - c) To obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic violence;
 - d) To temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
 - e) To seek legal or law enforcement assistance for the employee or eligible person, including for or participating in any civil or criminal legal proceeding related to the domestic violence;
 - f) Any prescribed purpose.
- 4) If an employee requests leave under subsection (3), the employee is entitled during each calendar year to:
 - a) Up to 10 days of unpaid leave, in units of one or more days or in one continuous period, and
 - b) In addition to the period of time referred to in paragraph (a), up to 15 weeks of unpaid leave.
- 5) A leave under subsection (4)(b) may be taken by the employee in:
 - a) One unit of time, or
 - b) More than one unit of time, with the employer's consent.
- 6) An employee is not entitled to leave under this section respecting an eligible person if the employee commits the domestic violence against the eligible person.
- 7) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

ARTICLE 27 - COMPASSIONATE CARE LEAVE

- 1) Family member means: a member of an employee's immediate family, as defined in the *Employment Standards Act*.
- 2) An Employee who requests leave under this article is entitled to up to twenty-seven (27) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with significant risk of death within 26 weeks, or such other period as may be prescribed, after:
 - a) The date the certificate is issued, or
 - b) If the leave began before the date of the certificate is issued, the date the leave began.
- 3) The employee must give the employer a copy of the certificate as soon as practicable.
- 4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- 5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - a) The family member dies;
 - b) The expiration of 52 weeks or other prescribed period from the date the leave began.
- 6) A leave taken under this section must be taken in units of one or more weeks.
- 7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.

ARTICLE 28 - JURY DUTY

28.01 If an employee is required to serve as a juror in any court of law, he/she shall not lose any pay because of such service, provided that the amount paid to him/her for such service is promptly repaid by him/her to the Employer. The employee must

present proof of service and shall notify his/her supervisor immediately upon his/her receipt of notification that he/she will be required to attend court as a juror.

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

ARTICLE 29 - EDUCATIONAL LEAVE

29.01 Leave of absence without loss of pay, seniority, and all benefits, shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

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

- a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months advance notice, in writing, of such request;
- b) Every effort shall be made by the Employer to comply with such request, providing that replacements to ensure the proper operation of the department can be found;
- c) Notices granting such requests shall be given to the employee in writing;
- d) The parties recognize the value of in-service and of encouraging employees to participate in in-service;
- e) Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

ARTICLE 30 - SPECIAL LEAVE

Special leave with pay may be used for the following purposes:

- a) To attend a formal hearing to become a Canadian citizen - one (1) day.
- b) Paternity Leave - one (1) day.
- c) For sudden serious illness of a spouse or child residing with the employee and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care - up to two (2) days at one time.
- d) Marriage leave of the employee - three (3) days.
- e) Up to two (2) days, with pay, will be granted to regular (RFT, RPT) employees for travelling time in association with bereavement leave. Such approval shall not be unreasonably withheld.

ARTICLE 31 - HOURS OF WORK

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

31.02 The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be 7.5 hours per day, and 37.5 hours per week or mutually agreed equivalent agreed to by the Employer and the Union.

Employees who are required to remain on site during a meal period shall be paid for a full shift with the meal period being included within such shift.

Employees who are required to work during a meal period, with the Employer's prior authorization, shall be paid for a full shift with the meal period being included within such shift.

31.03 Employees will not be required to work more than six (6) consecutive shifts, or their normal work week, without receiving a

minimum of two (2) consecutive days off duty, unless otherwise agreed to by the Employer and the Union.

31.04

- a) The Employer will arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these by the 15th of the preceding month.
- b) There will be a minimum of fifteen (15) consecutive hours for full-time employees and ten (10) consecutive hours for part-time employees off duty between work shifts.
- c) When it is not possible to schedule fifteen (15) consecutive hours for full-time and ten (10) consecutive hours for part-time off duty between work shifts, all hours by which such changeover falls short of the fifteen (15) consecutive hours for full-time and ten (10) consecutive hours for part-time off duty shall be paid at overtime rates in accordance with Article 32 of this Agreement.
- d) If a written request for a change of scheduled shift is made by an employee which would not allow fifteen (15) consecutive hours for full-time and ten (10) consecutive hours for part-time off duty between work shifts and such request is granted, then the application of paragraphs (b) and (c) of this Article shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- e) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days advance notice, such employee shall be paid overtime rates for the first shift worked in accordance with Article 32 - Overtime.
- f) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

31.05 No split shifts will be worked.

31.06 The Employer will eliminate, as far as possible, all part-time workers.

ARTICLE 32 - OVERTIME

- a) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 31.02, or who are requested to work on their scheduled off-duty days, including extra days off, shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay for the first three (3) hours of overtime on a scheduled work day or on a scheduled day off and double time thereafter. No overtime shall be paid to an employee who works in excess of his/her regularly scheduled work hours in a bi-weekly period as a result of an exchange of shift for reasons of personal convenience.
- b) An employee working less than 7.5 hours per day, and who is requested to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours worked, up to and including 7.5 hours. Overtime rates shall apply to hours worked in excess of 7.5 hours.
- c) An employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled workdays, shall be paid at the rate of straight time for the days so worked up to and including an average of thirty-seven and one-half (37-1/2) hours per week. Overtime rates shall apply to hours worked in excess of an average of thirty-seven and one-half (37-1/2) hours per week.
- d) If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 41, the employee shall be paid overtime using the same formula as set out in a) above but at the premium statutory holiday rate for all hours worked beyond the normal hours per day of a full-time employee.

ARTICLE 33 - SHIFT EXCHANGE

In the event of unusual or unique circumstances, an employee may exchange shifts with another employee in the same job category, subject to the approval of the Employer, provided that a minimum of forty-eight (48) hours advance notice, in writing, is

given, and there is no increase in cost to the Employer. This provision is not intended to be used for extensive or on-going shift exchanges between employees.

ARTICLE 34 - WAGES

Wages shall be in accordance with Schedule "A" attached to and made part of this Agreement.

ARTICLE 35 - REST AND MEAL PERIODS

- a) All employees working a seven and one-half (7-1/2) hour shift shall receive a fifteen (15) minute paid rest period in each half (1/2) of the shift.
- b) All employees working less than a full seven and one-half (7-1/2) hour shift but a minimum of four (4) hour shift, will receive one fifteen (15) minute paid rest period.
- c) All employees working more than a five (5) hour shift will receive a thirty (30) minute unpaid meal break scheduled as closely as practicable to the middle of the work day.
- d) An employee is entitled to take his/her meal break away from the work station. Where this cannot be done, he/she shall be compensated for the break at the straight time rate.
- e) The actual time of the meal break may be varied by mutual agreement at the Local level.
- f) An employee working a full shift who is unable to take his/her meal break shall be paid at overtime rates.
- g) All employees are entitled to receive a meal during their meal period, provided there are meals available.

ARTICLE 36 - UNIFORMS

36.01 Uniforms

Arbutus Manor shall supply and maintain uniforms for employees who are required to wear same. Employees must return to Arbutus Manor uniforms and other Arbutus Manor property in their possession at the time of termination of employment. Arbutus

Manor will take such action as required to recover the value of articles which are not returned.

36.02 Shoe Allowance

Regular employees required to purchase non-slip shoes for work shall be entitled to reimbursement up to maximum of \$75 per year upon providing a receipt to the Employer.

ARTICLE 37 - MINIMUM REPORTING ALLOWANCE

If an employee reports for work at the regularly scheduled time for shift as set out in the posted schedule, he or she will be entitled to a minimum of four (4) hours pay at not less than his or her regular rate.

ARTICLE 38 - CALL-BACK PAY

When employees are called back to work after leaving the Employer's premises, upon completion of their shift, such employees will receive a minimum of two (2) hours pay at straight time rates or actual hours worked at the overtime rate, whichever is greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

Employees called back to work on their regular time off shall receive a minimum of two (2) hours overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for time worked, whichever is greater.

ARTICLE 39 - SUB-CONTRACT WORK

Work within the Bargaining Unit shall be performed by those persons coming within the Bargaining Unit who are members of the appropriate Union as prescribed herein, or who are eligible to become members.

However, it is agreed that the Employer may contract out repairs,

maintenance, and capital work so long as this action does not result in the loss of employment of any employee.

ARTICLE 40 - PAY DAY

Employees shall be paid by direct deposit every second (2nd) Friday, subject to the following provisions:

- a) The statements given to employees shall include the designation of statutory holidays paid, the list of all adjustments including sick leave accumulated, overtime and promotions and an itemization of all deductions.
- b) When a pay day falls on a non-banking day, the deposit shall be made prior to the established pay day.

ARTICLE 41 - STATUTORY HOLIDAYS

All regular employees will be entitled to twelve (12) statutory holidays and such other holidays as may in future be proclaimed or declared by either the Provincial or Federal Governments.

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

An employee who is required to work on any of the above mentioned holidays shall receive double and one-half (2-1/2) times his or her regular rate of pay for all hours worked on that day or, if by mutual agreement between the employee and the Employer, the employee shall receive one and one-half (1-1/2) times his or her regular rate of pay for all hours worked on that day and shall have that day rescheduled, with pay, on a mutually agreeable date. The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

An employee may utilize two (2) days of her/his above stated holidays for other ethnic, cultural or religious occasions upon notifying the employer of such, in writing by the 31st of January of each year, for the full year.

Casual employees will receive four point eight percent (4.8%) of straight time pay in each pay period in lieu of statutory holiday pay. If an employee works on a statutory holiday he/she will receive time and one-half (1-1/2).

ARTICLE 42 - VACATIONS

42.01

a) Each employee covered by this Agreement shall receive the following vacation with pay on the basis of years of service as follows:

- After 1 year - 6 percent
- After 5 years - 8 percent
- After 12 years - 10 percent
- After 14 years - 10.4 percent
- After 15 years - 10.8 percent
- After 16 years - 11.2 percent
- After 17 years - 11.6 percent
- After 18 years - 12 percent

42.02 Initial Filling of Vacation Shifts

Employees will submit vacation requests to their supervisor on or before:

- a) November 1st for the period January 1st through June 30th.
- b) May 1st for the period July 1st through December 31st.

Between November 10th and 25th and May 10th and 25th the employer have Permanent Part time employees, who have indicated they wish to pick up casual shifts and casual employees attend the worksite during a three (3) day period, about which they have been previously notified, to choose dates they would like to

cover for the vacation days requested.

The P.P.T and casual employees will place their names on vacancy(s) they are available to work.

The employer will review and award the vacation coverage to the most senior PPT or casual employee as appropriate.

By December 1st the vacation schedules for the months of January to June will be approved and the PPT or casual employee will be provided with notification of the vacancy(s) assigned.

By June 1st the vacation schedules for the months of July to December will be approved and the PPT or casual employee will be provided with notification of the vacancy(s) assigned.

The employees accepting these shifts will be obligated to fulfill them as per Casual Addendum (i).

42.03 Vacation time will be allotted as mutually arranged between the individual employee and the Employer. The Employer will consider the wishes of the employees in order of the employees' seniority. The final right to determine vacation time is vested in the Employer to ensure efficient operation of the Employer's business. All vacations must be taken by December 31st of the qualifying year.

42.04 Vacations Non-Accumulative

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

42.05 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 42.01 of this Article.

Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be

granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed to by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

Call Back from Vacation

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

42.06 Vacation Scheduling

- a) The choice of vacation periods shall be granted to employees on the basis of seniority with the Employer. The Employer shall not deny any requested vacation period unreasonably.
- b) Annual vacation may, upon the request of the employee, be divided into not more than four (4) periods. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period but only after all other "first" and "second" vacation periods have been posted.

Vacations may be scheduled throughout the year subject to operational requirements.

- c) Employees shall submit their vacation requests to their supervisor on or before:
 - i) November 1st for the period January 1st through June 30th, and
 - ii) May 1st for the period July 1st through December 31st.

All vacation requests made by November 1st will be returned to employees by December 1st. Requests received after November 1st (for the months of January to June) will be approved on a first come first served basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the requests.

All vacation requests made by May 1st will be returned to employees by June 1st. Requests received after May 1st (for the months of July to December) will be approved on a first come first served basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the requests.

Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee. In the case of an emergency the employee must communicate any potential non-recoverable monetary losses associated with a vacation change. The employer shall revoke their request for vacation change or agree to reimburse the employee for any non-recoverable monetary losses they were advised of associated with the vacation cancellation and the vacation shall be rescheduled.

ARTICLE 43 - SICK LEAVE

Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to regular full-time and regular part-time employees on the following basis providing sick leave credits are available:

- a) After completion of one (1) month's employment, employees shall be granted such leave credits for illness from date of employment. Such credits shall be granted on the basis of one and one-half (1-1/2) days per month of

service and shall be accumulative to a maximum of one hundred (100) days.

- b) The right to sick pay shall cease upon notice of termination of employment.
- c) An employee absent for three (3) days or more may be required to produce a medical certificate for any illness. The Employer shall reimburse employees for any costs incurred up to a maximum of \$40.00 per note, if required by the Employer to prove sickness.
- d) Any employee absenting himself/herself on account of personal illness must notify the Employer on the first day of illness before the time he or she would normally report for duty.
- e) Sick leave pay shall be paid for the one (1) day or less not covered by the *Workers' Compensation Act*.
- f) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.
- g) Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.
- h) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted from accumulated sick leave credits.
- i) Employees with more than one (1) years' service who are off because of sickness or accident shall, at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one

(1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service.

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

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

k) **Cash Pay-out of Unused Sick Leave Credits**

Upon retirement or voluntary leave from the work force, regular employees, who are age fifty-five (55) or older with ten (10) years or more continuous years of service, shall be paid in cash an amount equivalent of forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at retirement.

l) **Workers' Compensation Leave**

i) A regular employee shall be granted Workers' Compensation Leave; with pay in the event that the WorkSafe BC accepts his/her claim for wage loss benefits for an injury which occurred while working for the Employer. This Article does not apply when the employee is receiving any W.S.B.C. allowance or pension other than wage loss benefits.

- ii) The employee shall pay to the Employer any amount received for loss of wages in the settlement of any claim.
- iii) While a regular employee is in receipt of W.S.B.C. wage loss benefits all benefits of the Agreement will continue to accrue. However, an employee off work and in receipt of W.S.B.C. wage loss benefits shall receive wages and benefits equalling but not to exceed their normal net entitlement had they not suffered a compensable injury.
- iv) When an employee is granted sick leave with pay and Workers' Compensation leave is subsequently approved for the same period, the employee's sick leave bank shall be restored to the level it was at prior to the W.S.B.C. absence.

ARTICLE 44 - MEDICAL BENEFITS

Regular employees who work fifteen (15) hours or more per week are entitled to coverage under the Employer's Medical Benefits as follows:

44.01 Medical Plan

Following the completion of the probationary period, eligible regular employees and dependents, provided such employees are not otherwise covered, shall be covered by the B.C. Medical Services Plan or a carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one hundred percent (100%) of the premium.

44.02 Dental Plan

Following the completion of the probationary period, eligible regular employees and their eligible dependents, provided they are not involved in another plan, shall be provided with a Dental Plan covering one hundred percent (100%) of the cost of the basic plan (Plan A) and sixty percent (60%) of the cost of the Extended Plan (Plan B). The Employer shall pay one hundred percent (100%) of the premium cost for the Dental Plan.

Add orthodontic coverage for dependants under 20 years of age, \$2,500 lifetime maximum.

44.03 Extended Health Care Plan

Following completion of the probationary period, eligible regular employees and their dependents shall be provided with an extended health care plan, provided that they are not enrolled in another comparable plan. The plan shall include the "standard" features plus additional financial limits. The Employer shall pay one hundred percent (100%) of the premium.

The allowance for vision care will be \$400 for every twenty-four (24) months per eligible employee and eligible dependant.

In addition the extended health care plan will provide coverage for eye exams every two (2) years, to a maximum of \$125 per eligible employee and eligible dependent.

All eligible employees will be provided with a direct pay drug card. Reimbursement for paramedical practitioner costs as follows:

- a) Per visit maximum \$60.
- b) Per practitioner annual maximum \$500.
- c) Per category (paramedicals) annual maximum \$1,000.

It is agreed that the Employer can change the carrier of the current extended health care plan provided that there is no reduction in benefits and provided that the Employer give the Union not less than sixty (60) days' notice of such change, and furnishes the Union with full particulars of the plan to be substituted. If requested to do so, the Employer shall meet with the Union to discuss and explain the change proposed.

44.04 Group Life Insurance

The Employer shall provide a mutually acceptable group life insurance and AD&D plan.

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

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

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

The plan shall be as provided in the Addendum - Group Life.

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

ARTICLE 45 - OCCUPATIONAL HEALTH AND SAFETY

45.01 The parties agree that a Joint Occupational Health and Safety Committee will be established.

The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

The Employer and the Union will each appoint no more than two (2) persons to serve on the Committee, unless otherwise mutually agreed.

In addition to persons appointed by the parties, either party may involve other employees of the facility who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.

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

The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety related, the right to investigate such complaints, the right to define the problem, and the right to make recommendations for a solution. Within fourteen

(14) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter pursuant to Articles 9 and 10.

45.02 Aggressive Residents

When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive resident and on how to respond to a resident's aggressive behaviour will be provided by the Employer. The Employer will make every reasonable effort to ensure sufficient staff are present when any treatment or care is provided to such resident.

45.03 Communicable Diseases

The Employer agrees to take all necessary safety precautions to deal with the threat of the communicable diseases, including adequate education of employees concerning the disease and provision of any available precautionary treatments.

In addition to the above, the Employer agrees to provide in-service training for all employees working with these residents.

45.04 Violence in the Workplace

The Employer will establish a violence program or review the existing program where one is in place. This will be done within the Occupational Health and Safety Committee or the Labour Management Committee

45.05 Working Alone or in Isolation

The Employer will ensure there is a check in program in place for those who work alone under which conditions may present a risk of disabling injury as outlined in the WorkSafe BC Regulations. This will be done in consultation with those employees' who work alone and the Occupational Health and Safety Committee.

45.06 Transportation

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

45.07 Critical Incident Stress Defusing

In the event of a critical incident within the workplace the employer will make every effort to provide appropriate stress diffusing services available.

45.08 Workload

The Employer will make every reasonable effort to ensure that an employee's workload is not unsafe. An employee who believes their workload is unsafe or excessive shall discuss the problem with their immediate supervisor. The supervisor will make every reasonable effort to resolve the matter, including by:

1. Discussing duty priorities with the affected employee(s).
2. Re-assigning work.
3. Utilizing casual employees in accordance with the collective agreement.

The Employer will make every reasonable effort to ensure the prioritizing of duties or the re-assignment of work does not result in a significant increase in the workload for other employees.

If the problem is not resolved in this discussion the employee may refer the workload issue to the Occupational Health and Safety Committee.

If a supervisor is unavailable the employee will prioritize their duties and communicate in writing with the employer what their priorities are.

The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within fourteen (14) days thereafter, the Employer shall advise the Committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the Committee.

45.09 Training and Orientation

The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction.

45.10 Right to Refuse Unsafe Work

No employee shall be directed to work in an area or under conditions which may jeopardize his/her health or safety or the health or safety of others. Where in the employee's opinion such circumstances exist, the employee shall have the right to refuse such assignments including unassisted heavy lifting duties.

45.11 Employees' Right-To-Know

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

The Employer agrees to fully comply with WHIMIS regulations.

45.12 Protective Clothing and Equipment

The Employer shall provide all employees working in any unsanitary or potentially hazardous job all necessary tools, protective clothing, footwear, and equipment required, including gloves, masks, helmets, safety glasses, coveralls, boots and shoes.

All such clothing, tools, equipment and footwear shall be maintained and replaced at the Employer's expense.

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

ARTICLE 46 - RETROACTIVITY

Employees will receive any contractual increases retroactive to the expiry of the previous Agreement.

Employees who have severed their employment shall be paid full retroactivity of the general increases in salary for the dates between the expiry of the previous Agreement and the date of the severance of their employment.

The Employer shall make every effort to make such retroactive payments within sixty (60) calendar days of the date of signing this Agreement.

ARTICLE 47 - COMMON-LAW SPOUSE

Common-law spouse is defined as two (2) people who have co-habitated as spousal partners for a period of not less than two (2) years.

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

- Compassionate Leave;
- Special Leave;

- Medical Plan;
- Dental Plan; and,
- Extended Health Care Plan.

ARTICLE 48 - RENEWAL

48.01 This Agreement shall be in effect from April 1, 2019 and shall continue in effect until March 31, 2023, and shall continue automatically from year to year thereafter, unless either party notifies the other in writing within the four (4) month period prior to the expiration date that it desires to amend or terminate this Agreement.

48.02 It is agreed that the operation of subsection (2) of Section 50 of the *Labour Relations Code* of British Columbia is specifically excluded from Agreement.

ARTICLE 49 - WAGE INCREASES

General Wage increases:

<u>April 1, 2019</u>	<u>2%</u>
<u>April 1, 2020</u>	<u>2%</u>
<u>April 1, 2021</u>	<u>2.5%</u>
<u>April 1, 2022</u>	<u>2.75%</u>

ARTICLE 50 - SHIFT PREMIUMS

Employees working the evening shift shall be paid a shift differential of seventy-five cents (\$0.75) per hour for the entire shift worked.

Evening shift will be defined as any shift in which the major portion occurs between 3:00 p.m. (1500 hours) and 12:00 midnight (2400 hours).

Employees working the night shift shall be paid a shift differential of one dollar (\$1.00) per hour for the entire shift worked.

Night shift will be defined as any shift in which the major portion occurs between 12:00 midnight (2400 hours) and 8:00 a.m. (0800 hours).

ARTICLE 51 - TRANSPORTATION ALLOWANCE

An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of fifty-four cents (\$0.54) per kilometre.

The minimum allowance an employee shall receive is five dollars (\$5.00) per trip.

ARTICLE 52 - BINDING TRIBUNAL

By mutual agreement the parties, any or all unresolved bargaining demands shall be submitted to resolution and binding settlement by Vincent L. Ready or another mutually agreed to arbitrator in this Agreement.

Prior to commencing arbitration proceedings, the arbitrator shall act as a mediator to assist the parties in reaching a voluntary resolution on the issues in dispute.

ARTICLE 53 - PROFESSIONAL RESPONSIBILITY

53.01 Employee Concerns

In the interest of resident safety and safe care practice, the parties agree to the following problem solving process to address employee concerns relative to resident care including:

- (a) Care practice conditions
- (b) Safety of residents and staff
- (c) Workload

53.02 Discussion with Care Coordinator

The employee with a concern will discuss the matter with the Manager with the objective of resolving the concern. At her

request the employee may be accompanied by a steward.

53.03 Unusual Occurrence Report Form

If the matter is not resolved to her satisfaction, the employee may complete an Unusual Occurrence Report Form within seven (7) calendar days of her discussion with the Manager. One report will be forwarded to the Labour/Management Committee for review along with a copy being provided to the steward and a further copy being forwarded to the Union.

53.04 Labour/Management Committee Meeting

The Labour/Management Committee shall meet with regard to the matter within fourteen (14) calendar days of receiving the Incident Report.

53.05 Matter May be Grieved

If the concern is not resolved to the employee's satisfaction she may request the issue be heard by an Investigator or may file a grievance in accordance with Article 9 of this agreement.

ARTICLE 54 - INDEMNITY

Except where there has been negligence on the part of an employee, the Employer will:

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

ARTICLE 55 - TOOLS AND EQUIPMENT

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

ADDENDUM – PART-TIME EMPLOYEES

A regular part-time employee as defined in Article 3.02 is entitled to all benefits outlined in this collective agreement on a pro rate basis with the exception of the Medical Benefits outlined in Article 44 which shall be received in full.

Casual Work

Regular part-time employees may register for casual work in writing specifying days of availability and shall be called in order of seniority. Hours worked by the regular part-time employees under this provision shall be credited to the employee in accumulation of benefits.

For assignments over a period of seven (7) calendar days or less, the Employer is obliged to call regular part-time employees on days which they are not scheduled to work, provided that no overtime is required and provided the employee receives a minimum of thirty-two (32) consecutive hours off duty each week.

For assignments over a period longer than seven (7) calendar days, the Employer is obliged to call regular part-time employees in order of seniority even if the assignment conflicts with his/her regular schedule. An employee shall be relieved of his/her regular position at the option of the employee.

ADDENDUM – CASUAL EMPLOYEES

- a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one (1) position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
- 1) vacation relief;
 - 2) sick leave relief;
 - 3) education relief;
 - 4) maternity leave relief;
 - 5) compassionate leave relief;
 - 6) union business relief;
 - 7) education leave relief;
 - 8) such other leave relief as is provided by the Collective Agreement.
- b) In an emergency, where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month.

Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of Article 18 - Job Postings of the Collective Agreement.

- c) Except for regular employees who transfer to casual status, casual employees shall serve a probationary period of four hundred and sixty-eight (468) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.

A casual employee who has not completed probation under this clause and who successfully bids into a regular position shall serve a probationary period pursuant to Article 13.

Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 13. Such employee shall be considered a qualifying employee in his/her new job for a period of three (3) months.

- d) Casual employees shall have to be available to accept assignments reasonably often to retain their status.
- e) Casual employees shall indicate to the Employer their times and days of availability for assignment, pursuant to subsection (a) preceding.
- f) The Employer shall maintain a casual seniority list. Casual employees shall accumulate seniority on the basis of the number of hours worked.
- g) The Employer shall call by telephone those casual employees who are registered in any one (1) classification, calling the most senior employee first. Only one (1) phone call need be made to a qualifying employee provided that the telephone shall be permitted to ring a minimum of eight (8) times. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, then the next person on the list shall be called. If the employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next qualifying employee on the seniority list and so on until an employee is found who is ready, willing and able to work.
- h) All calls shall be recorded in pen in a log book maintained for these purposes which shall show the time of the vacancy, the area of the vacancy, the name of the employee called, the time of the call, employee acceptance or refusal of the assignment, failure of the employee to answer the phone, and the signature of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the Employer's telephone

records and be entitled to make a photocopy of same at a mutually agreeable time.

- i) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.
- j) Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one (1) year, subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
- k) A casual employee is deemed to have abandoned his/her employment if he/she refuses three (3) or more consecutive offers of casual work assignments during the times that the casual employee previously declared themselves to be available for.

Refusal to accept casual assignments due to work elsewhere does not constitute a refusal for the purpose of this article.

- l) Where a position is filled by a casual employee under section (b) and that position will last six (6) months or more, that casual employee shall be enrolled in the benefit plans listed below following three (3) months in the position, provided the employee meets the plans' eligibility criteria:

- Article 44.01 – Medical Plan
- Article 44.02 – Dental Plan
- Article 44.03 – Extended Health Care Plan

Coverage under this section will continue so long as:

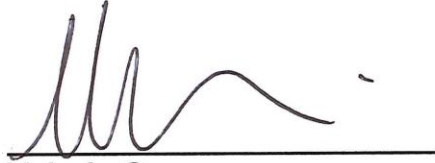
- i) The casual employee is working in the posted position;
or

- ii) The casual employee is working in another position eligible for benefits.

- m) A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that, the Employer requires additional casual employees. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer.

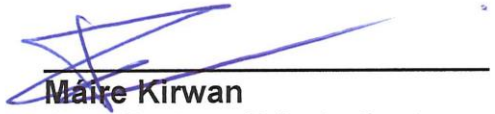
- n) Regular part-time employees may register for casual work under this Addendum except that sections c) and n) shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is over a period longer than seven (7) calendar days the employee shall be relieved of his/her regular position at the option of the employee. All time worked shall be credited to the employee under the provisions of the Addendum – Part-Time Employees shall be applied to casual work. All benefits accumulated under the provisions of the Addendum – Part-Time Employees shall be applied to casual work.

**SIGNED ON BEHALF OF
THE EMPLOYER:**

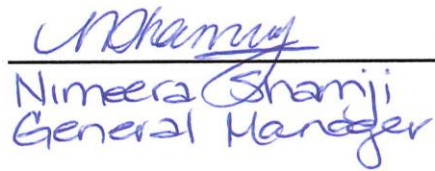


Valerie Owen
Chief People Officer

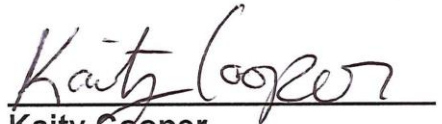
**SIGNED ON BEHALF OF
THE UNION:**



Maire Kirwan
Coordinator – Private Sector



Nimeera Shamji
General Manager



Kaity Cooper
Negotiator



Nestor Hilario
Bargaining Committee Member



Russell McConville
Bargaining Committee Member

Date: NOV 20 / 2019

Date: 10 24 2019

Letter of Understanding
Between
Hospital Employees' Union
And
Amica at Arbutus Manor

Re: Vacation Surplus

Whereas the Collective Agreement states that an employee's annual vacation entitlement (monetary amount) is calculated based on his/her gross income, for use in the following year;

And whereas some employees have surplus funds in their vacation bank at the end of the following calendar year, in which the vacation entitlement was used.


Therefore the Hospital Employees' Union and the Amica at Arbutus Manor have agreed to the following:

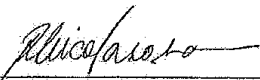
1. At the end of each accrual year, the Employer will notify employees, in writing, of the dollar value of the accrual for the following years' use.
2. The Employer will payout the vacation surpluses to all affected employees after the end of the vacation year (the year following the year in which the accrual was earned), December 31. Payment will be made on the ~~first~~ ^{second} pay following the December 31 date. *Blh.*

Signed this 3RD day of JULY 2014.

On Behalf of the Employer:

On Behalf of the Union:





LETTER OF UNDERSTANDING #2

BETWEEN

AMICA ARBUTUS MANOR INC.

AND

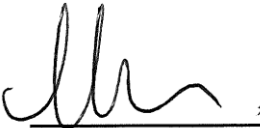
HOSPITAL EMPLOYEES' UNION

Re: Employee Paid LTD

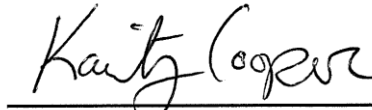
The Employer agrees that in the event the Employees at Amica at Arbutus find and agree on an employee paid LTD plan the Employer will deduct and remit the monthly premiums.

**SIGNED ON BEHALF OF
THE EMPLOYER:**

**SIGNED ON BEHALF OF
THE UNION:**



Valerie Owen
Chief People Officer



Kaity Cooper
Negotiator

Date: Nov 20/19

Date: Oct. 15 /19

IN WITNESS WHEREOF Arbutus Manor has hereunto executed this Agreement by its officers duly authorized in that behalf and in the Hospital Employees' Union has hereunto executed this Agreement by its officers duly authorized in that behalf.

MEMORANDUM OF AGREEMENT #1

BETWEEN

AMICA ARBUTUS MANOR INC.

AND

HOSPITAL EMPLOYEES' UNION

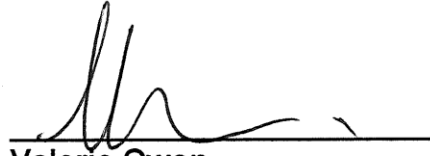
Re: Co-op Students Employment

The parties recognize that Co-op students may be employed at Arbutus Manor in keeping with the following conditions:

- (a) The student is from a recognized college or university and is registered in a Co-op program that is recognized by the school.
- (b) The student will be employed for a term certain with a start and finish date of hire.
- (c) The student rate of pay will be \$15.00 per hour.
- (d) This position will be in addition to the staff levels and the student will be a member of the Union during the period of the contract.
- (e) In the event that regular employees, in the classification where the Co-op student will be assigned, are with reduced hours, the Employer shall increase the employees' hours in that classification to normal levels before a student is hired.
- (f) Prior to the student commencing work, the Employer shall notify the local shop steward concerning the number of students to be hired, the department they will be working in, the hours of work, the rate of pay and the duration of their employment.

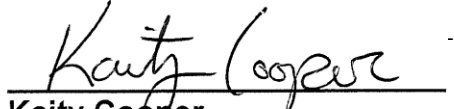
Amica Arbutus Manor Inc. / Hospital Employees' Union
April 1, 2019 to March 31, 2023

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Valerie Owen
Chief People Officer

**SIGNED ON BEHALF OF
THE UNION:**



Kaity Cooper
Negotiator

Date: Nov 20/2019

Date: Oct. 15/19

**Amica Arbutus Manor Inc. / Hospital Employees' Union
April 1, 2019 to March 31, 2023**

Wages

AMICA AT ARBUTUS MANOR – WAGE GRID APRIL 1, 2019 to March 31, 2023						
		April 1, 2019	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
CLASSIFIC ATION	Current	Market Adjustment	2.00%	2.00%	2.50%	2.75%
Kitchen Assistant	\$ 21.41		\$21.84	\$22.27	\$22.83	\$23.46
Housekeeper	\$ 21.41		\$21.84	\$22.27	\$22.83	\$23.46
Laundry Worker	\$ 21.69		\$22.12	\$22.57	\$23.13	\$23.77
House Keeper / Laundry Worker	\$ 21.69		\$22.12	\$22.57	\$23.13	\$23.77
Server	\$ 21.41		\$21.84	\$22.27	\$22.83	\$23.46
Concierge	\$ 22.05		\$22.49	\$22.94	\$23.51	\$24.16
Resident Care Partner	\$ 22.63	\$22.88	\$23.33	\$23.80	\$24.40	\$25.07
Community Relations Assistant	\$ 22.63		\$23.08	\$23.54	\$24.13	\$24.80
Life Enrichment Assistant	\$ 22.63		\$23.08	\$23.54	\$24.13	\$24.80
Dining Room Supervisor	\$ 22.80		\$23.26	\$23.72	\$24.31	\$24.98
Cook	\$ 25.87		\$26.39	\$26.92	\$27.59	\$28.35
Maintenance Coordinator	\$ 26.85	\$27.50	\$28.05	\$28.61	\$29.33	\$30.13
Maintenance Assistant	\$23.00		\$23.46	\$23.93	\$24.53	\$25.20
LPN	\$ 27.89		\$28.45	\$29.02	\$29.74	\$30.56