

**COLLECTIVE AGREEMENT
BETWEEN**

**CSH (CRESCENT GARDENS) Limited Partnership
CPAC (CRESCENT GARDENS) INC.**

AND



HOSPITAL EMPLOYEES' UNION

April 1, 2017 to March 31, 2020

Note: underlined text is new language for 2017-2020

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**THIS AGREEMENT ENTERED INTO AS OF THE 1ST DAY OF
APRIL 2017**

BETWEEN:

**CPAC (CRESCENT GARDENS) INC.
(THE "COMPANY" OR "EMPLOYER")**

AND

**HOSPITAL EMPLOYEES' UNION
(THE "UNION")**

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those who come within the scope of the Agreement and to provide a procedure for the timely disposition of grievances.

1.02 The Union recognizes that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain an efficient, cost effective operation and improve itself in a highly competitive market. The Union also recognizes that it is essential to ensure a high level of resident service and to maintain the flexibility necessary to meet resident needs without interruption or interference with work.

ARTICLE 2 - SCOPE AND RECOGNITION

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

2.02 Persons not in the bargaining unit, including employees, may perform any work assigned to them whether performed by

bargaining unit members or otherwise. It is not the intent of this provision that layoffs of bargaining unit members would occur as a result of such assignment, or that such work would be regularly assigned to non-bargaining unit persons, unless such work was not exclusive to the bargaining unit prior to the application of this Collective Agreement.

2.03 It is understood that members of the immediate family of residents shall not be considered Volunteers for the purposes of this Article, except that, the use of any person not in the bargaining unit to perform “work” usually performed by members of the bargaining unit shall not result in a lay-off or reduction of hours for any bargaining unit employee.

ARTICLE 3 - DEFINITIONS

3.01 A regular full-time employee is one who works full-time on a regular scheduled basis. Full time hours are thirty-five (35) hours per week. The 4 on and 2 off with 7.5 hours in one day is considered full time.

3.02 A regular part-time employee is one who works less than full time on a regular scheduled basis. Regular part-time employees accumulate seniority on an hourly basis.

3.03 A casual employee is one who is not regularly scheduled to work other than as described in Article 36.01(a). Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the Article 36.

3.04 Common law spouse means two people who have cohabited as spousal partners for a period of not less than one year. This definition applies to Articles 23 and 32 of this Agreement.

3.05 All reference to the male gender in this Agreement shall be read as applying to the female gender where the context would apply.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Management Rights

The management of the Employers business, and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

ARTICLE 5 - DEDUCTION OF UNION DUES

5.01 The Employer agrees to the deduction of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

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

5.03 The Employer shall provide the Union's Provincial Office and the Local Union designate with a list of all bargaining unit employees hired, and all bargaining unit employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month. This list will include their employee status and the amount of dues or equivalent monies currently being deducted from each employee. Such information shall be provided in an electronic format, such as Microsoft Excel to memberupdates@heu.org and shall be provided securely in a fashion mutually agreeable to both Parties.

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

5.05 On January 1 and July 1 of each year the Employer shall provide to both the Secretary-Treasurer of the Local and the Senior Union Official of the Union, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel to memberupdates@heu.org and shall be provided securely in a fashion mutually agreeable to both Parties.

5.06 The Union shall indemnify and save harmless the Company, including its agents, and employees, from any and all claims or actions brought by an employee arising out of or in any way related to the deductions made in accordance with this Article.

5.07 Employees who are members of the Union at the date of the execution of this collective agreement shall maintain membership in the Union as a condition of employment.

5.08 All employees hired after the date of the execution of this collective agreement shall join the Union and maintain membership as a condition of employment.

5.09 Employees who are not members shall have the equivalent of regular union dues deducted from their wages in accordance with the Dues Check Off Provision 5.01 and 5.02 of this collective agreement.

5.10 The Union shall indemnify the employer in respect of any disputes concerning the application of this clause.

ARTICLE 6 - UNION REPRESENTATION

6.01 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 to a maximum of four (4) plus one (1) alternative Shop Steward for the Bargaining Unit as a whole.
- (b) The Employer is to be kept advised of all Shop Steward appointments.
- (c) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (d) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.
- (e) When a Shop Steward or Union Committee member is the only employee on duty in a department and where his/her absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

6.02 No Shop Steward, Union Committee member, or employee shall leave his/her work without obtaining the permission of his/her immediate supervisor. The employer shall be advised of the approximate duration of absence and notified upon return to duties. At no time shall a Shop Steward or Union committee Member interrupt an employee while such employee is carrying out his duties.

6.03 A negotiation committee of no more than three employees and one alternate may be selected by the Union.

6.04 The Union and/or the employees covered by this Agreement will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the written permission of the Company.

6.05 The Union shall inform the Employer when a Union representative intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits will not interrupt the operation of the facility and will be at a mutually agreeable time.

6.06 A bulletin board located in a conspicuous place of access to the employees shall be supplied by the Employer for the sole use of the Union. The Union shall use this for the posting of Union business only.

6.07 New Employee Orientation

New employees will be advised that a collective agreement is in place and be provided with the name of their shop steward.

The Chief Shop Steward or designate and the new employee shall be given an opportunity to meet within regular working hours without loss of pay for up to fifteen (15) minutes during the first seven (7) days of his/her employment.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 In view of the orderly procedure established by this Agreement for the processing of grievances, the Union agrees that during the life of this Agreement there will be no strikes, picketing, slow-down or stoppage, either complete or partial, and the Company agrees that there will be no lockout.

ARTICLE 8 - UNION/MANAGEMENT COMMITTEE

8.01 Committee on Labour Relations

The Employer shall appoint and maintain a Committee to be called the "Committee on Labour Relations". The Employer at all times

shall keep the Union informed of the individual membership of the Committee.

8.02 Union Committee

The Union shall appoint and maintain a Committee comprising persons who are employees of the Employer, and/or the Senior Union Official, 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.

8.03 Union/Management Meetings

The Union Committee and the Senior Union Official of the Union, or his/her representative shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing matters of mutual interest. It is agreed that any existing grievances are topics for such meetings. Meetings of the committee shall have equal representation from each party.

8.04 Committee Meetings

Meetings shall be held as promptly as possible on request in writing of either party.

The Employer and the Union shall make every effort to exchange written agendas at least one (1) week prior to meetings called under Article 8.04.

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

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 The Employer and the Union recognize that grievances may arise concerning:

- (a) Differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) The dismissal, discipline or suspension of an employee bound by the Agreement.

The purpose of this Article is to provide the sole method for the settlement of a grievance alleging the violation of a specific provision of this Agreement. Such a grievance shall be presented and processed in accordance with the steps, time limits and conditions set forth herein.

Step 1 The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with his/her immediate supervisor or department head within seven (7) calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then:

Step 2 The grievance shall be reduced to writing by:

- (a) Recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) Stating the article of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (c) The grievance shall be signed by the employee and a Shop Steward or Union Committee member;
- (d) The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is

presented; and

- (e) Within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give his/her written reply. If the grievance is not settled at this step, then;

Step 3 The Union Committee and the Committee on Labour Relations, or its delegate, shall meet within twenty-one (21) calendar days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Committee on Labour Relations shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 10 or Article 11 within thirty (30) calendar days.

9.02 Union Representation

No Shop Steward, Union Committee member, or employee shall leave his/her work without obtaining the permission of his/her immediate supervisor. Employee Shop Steward or Union Committee member discussions shall take place where residents are not affected.

9.03 Grievance Investigations

Where an employee has asked to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall, 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.

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

9.04 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article to this agreement, the dispute shall be discussed initially with the Employer, his/her designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further twenty-eight (28) calendar days may submit the dispute to arbitration as set out in Article 10 of this agreement.

9.05 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) days after the notification of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure. The employer shall notify the Union within one (1) business day of all bargaining unit suspensions or terminations.

9.06 The time limits contained in Article 9 are considered substantive and may only be extended or waived by written agreement of the parties. Any grievance, which is not commenced or processed through the required stages, is subject to a claim of abandonment and the parties agree that arbitrators should only relieve against a failure to follow time limits in an exceptional case.

9.07 Right to Have Steward Present

This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

Where a member of management intends to interview an employee for disciplinary purposes, the member of management

must notify the employee twenty-four (24) hours in advance of the purpose of the interview in order that the employee has the right to contact his/her Shop Steward, providing that this does not result in an undue delay of the appropriate action being taken.

Where a member of management intends to interview a Shop Steward for disciplinary purposes, the Shop Steward shall have the right to consult with a Staff Representative of the Union and to have another Shop Steward or alternate present at any disciplinary discussion with a member of management, providing that this does not result in an undue delay of the appropriate action being taken.

9.08 Right to Grieve Disciplinary Action

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

9.09 Industry Trouble-shooter

As part of the grievance, the parties may agree to the following:

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, a person from the list of arbitrators in Article 10, 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 twenty-one (21) days of the date of receipt of the request and for five (5) days from that date, time does not run in respect of the grievance procedure.

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

This article is intended to be non-prejudicial and the parties agree not to rely upon any matter arising out of an application of this article in any other interpretations of the agreement or at any subsequent hearing or proceeding under this agreement or under the Labour Relations code of B.C. without mutual consent of both parties.

Each shall pay its own expenses and costs and one half (1/2) of the compensation and expenses of the Industry Trouble-shooter.

ARTICLE 10 - EXPEDITED ARBITRATION

10.01 Roster

It is understood that the expedited arbitrators named below shall be appointed on a rotating basis, commencing with the first expedited arbitrator named:

- 1. C. Sullivan
- 2. Elaine Doyle
- 3. M. Jackson

4. J. Korbin
5. V. L. Ready
6. D. McPhillips

10.02 Expedited Arbitrations

10.02.01 Issues for Expedited Arbitration

A representative of the Employer and the Union shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.

10.02.02 Expedited Schedule

Those grievances agreed to be 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.

10.02.03 Location of Hearing

The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

10.02.04 Process

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

10.02.05 Agreed to Statement of Facts

The parties will endeavour to reach an agreed to statement of facts prior to the hearing.

10.02.06 Procedure

All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentation.

10.02.07 Issuance of Report

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.

10.02.08 Status of Report

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

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

10.02.09 Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11 excepting Article 11.04.

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

Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 9.06 for resolution.

ARTICLE 11 - ARBITRATION

11.01 Where a difference arises between the parties relating to the interpretation application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the grievance procedure, notify the other in writing of his desire to submit the grievance to arbitration. The parties will make every effort to deliver the notice to the other party within ten (10) days of the reply under Step 3.

11.02 In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below:

1. C. Sullivan
2. V.L. Ready
3. J. Dorsey
4. J. Korbin
5. D. McPhillips

11.03 Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the chair and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties.

11.04 The arbitrator shall have no authority to alter, modify, add to, subtract from, or amend any part of the agreement.

11.05 The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 12 - HOURS OF WORK

12.01 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, number of days of work per week nor as a guarantee of work schedules. The workweek shall provide for continuous operation Sunday through Saturday. The hours of work per day for each regular full-time employee covered by this agreement exclusive of mealtimes shall be seven-and-one-half (7½) hours per day. Where the Employer intends to introduce a work schedule that differs from seven-and-one-half (7½) hours per day, the new work schedule whenever possible shall be determined by mutual agreement between the Employer and the employees at the local level, in consultation with the HEU Servicing Representative.

12.02 The Employer shall arrange the times of all on-duty and off-duty shifts, excepting statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date. At

the employees' option, the banked time for statutory holidays will either be scheduled into the rotation on a monthly basis or once every six (6) months in one consecutive period.

12.03 There shall be a minimum of twelve (12) hours off-duty between the completion of one work shift and the commencement of the next. When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 13.

12.04 An unpaid meal period of one half (1/2) hour will be scheduled as close as possible to the middle of each shift of five (5) hours or more and shall be taken away from the work area. Employees required by the employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for the meal break at the applicable overtime rate. Employees who are scheduled to be on-call during a meal period shall be paid at straight time for the meal break.

12.05 There shall be a fifteen (15) minute paid rest period in each half of any full shift. Employees working a minimum of four (4) hours up to seven (7) hours shall receive one fifteen (15) minute rest period. When operational requirements arise, employees may be required to work during a rest period.

12.06 When operational requirements permit, a regular employee may exchange shifts with another employee provided prior approval is received from the department manager, and the exchange does not result in an entitlement for additional compensation. A form must be completed and signed by the exchanging parties seven (7) days prior to the date of the exchange, unless the department manager approves an exchange in less than seven (7) days. Employees are solely responsible for working the shift they sign for in the voluntary shift exchange agreement.

ARTICLE 13 - OVERTIME

13.01 When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

13.02 Overtime shall be paid at the rate of time and a half for all hours worked beyond regularly scheduled hours of seven and a half (7½) or eight (8) hours in a day, subject to the double time provisions of the *Employment Standards Act* being applicable. Calculation of daily overtime entitlement is separate from weekly overtime entitlement. An employee who works overtime on a Statutory Holiday (other than Christmas Day, New Year's Day and Good Friday) will be paid time-and-a-half for the first eight (8) hours and double time after eight (8) hours. An employee who works overtime on Christmas Day, New Year's Day and Good Friday will be paid double time for all hours worked on these days. The employee must also be given another regular day off with regular pay.

At the written request of an employee, overtime wages may be credited to a time bank, allowing the employee to take time off with pay. Overtime must be credited at the required rate.

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

13.04 An employee who works two and one-half (2-1/2) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal.

13.05 The parties agree that the Employer has an obligation to fiscal responsibility and the right to offer overtime in the most cost effective manner.

When all costs are equal, then overtime hours shall be assigned in order of seniority.

It is understood that the provisions of this section do not apply where an employee works approved overtime hours in order to complete his/her normal work assignment.

In case of emergency or when staff absence occurs within three (3) hours before the start of a shift, the overtime may be offered to staff already on site by order of seniority.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 The employees will be entitled to twelve (12) statutory holidays plus a float day and such other holidays as may be in future 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

- (a) Holiday pay for an employee who works 7.5 hours per day in the 4 on 2 off schedule will be full time. Part time employees will be computed on a prorated basis in accordance with the average weekly hours worked.

- (b) Regular full-time and part-time employees who work thirty (30) hours or more a week shall have the option to bank their stats or be paid out.

The employer shall provide an option sheet with the employees' period 25 pay stub. Employees shall start accruing stats start following their period 25 pay stub.

Effective April 1, 2015, employees who work less than thirty (30) hours a week or who choose to not bank their stats and casual employees shall be paid five (5%) percent of their basic rate of pay on each pay day, in lieu of paid time off.

14.02 Employees who qualify for statutory holiday pay under Article 14.01 shall not receive statutory holiday pay if:

- (a) They are scheduled to work the statutory holiday and fail to do so,
Or
(b) They fail to work their scheduled workday immediately preceding and following the statutory holiday(s), unless such absence has been approved in advance by the Company.

14.03 When a regular employee has been on sick leave that is inclusive of one or more working days immediately prior to a statutory holiday and one or more working days immediately following such statutory holiday, then the statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled for that employee at a mutually agreeable time. The employee shall be required in all such cases to provide a certificate proving illness from a medical practitioner. Such rescheduled statutory holidays shall be taken not later than January 31st of the year following the year in which they originally occur.

14.04 Subject to the provisions of Article 12, public holidays or their equivalent days shall be scheduled as per Letter of Understanding #1.

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

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

ARTICLE 15 - ANNUAL VACATIONS

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

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

15.02 Employees with one (1) to five (5) years of continuous service shall have earned three (3) weeks' vacation at 6% vacation pay.

Employees with six (6) to nine (9) years of continuous service shall have earned four (4) weeks' vacation at 8% vacation pay.

Employees with ten (10) to fourteen (14) years of continuous service shall have earned five (5) weeks' vacation at 10% vacation pay.

Employees with more than fifteen (15) years of continuous service shall have earned six (6) weeks' vacation at 12% vacation pay.

15.03 Regular employees become eligible for paid vacation leave once they have completed six (6) months of continuous employment.

All regular employees shall be required to submit their vacation requests in writing and the employer will respond in writing which includes posting the approved vacation schedule on the bulletin board.

Employees who want to take vacation during the months of January 1 to June 30 must submit a written request no later than November 1 preceding vacation. The Employer will respond no later than November 15. Approvals of such requests shall be based upon seniority and subject to operational requirements.

Employees who want to take vacation during the months of July 1 to December 31 must submit a written request no later than April 1 preceding vacation. The Employer will respond no later than April 15.

Approvals of such requests shall be based upon seniority and subject to operational requirements.

Approvals for vacation requests submitted outside of the times stated above shall be done on a first come first serve basis subject to operational requirements.

If the employee has not requested all of their vacation leave, the employer reserves the right to schedule the remaining vacation days within the last four (4) months of the calendar year. The employer may also pay out unused vacation credits of less than one shift at the end of the calendar year.

15.04 Vacation pay to which an employee is entitled shall be paid to the employee at least one (1) calendar day before the beginning of his or her vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice. The

amount of his or her vacation pay shall be based on the number of workdays of planned absence due to vacation for each vacation period.

15.05 Employees may combine vacation and statutory time off.

ARTICLE 16 - PROBATIONARY EMPLOYEES

16.01 For the first 450 hours of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by 225 hours provided written reasons are given for requesting such extension.

16.02 The Company may suspend, discipline or discharge a probationary employee for any reason satisfactory to the Company. The Company agrees that it will not act in bad faith in the suspension, discipline or discharge of a probationary employee.

ARTICLE 17 - SENIORITY

17.01 Seniority is defined as the accumulated scheduled hours since the employee's most recent date of hire.

17.02 An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall continue to accumulate seniority and benefits, and shall return to their former job and pay rate at the end of the assignment.

17.03 The seniority of an employee shall be lost, and his employment automatically terminated for any of the following reasons:

- (a) She\He quits his employment.
- (b) She\He is retired.
- (c) She\He is discharged for just cause and is not reinstated.

- (d) She\He is absent from work without permission for more than three (3) consecutive working days or more unless an explanation satisfactory to the Company is given by the employee.
- (e) If she\he over stays a vacation or leave of absence without securing a written extension of such leave of absence or vacation from the appropriate Director, unless an explanation satisfactory to the Company is given by the employee.
- (f) If she\he utilizes a leave of absence for purposes other than those for which it was granted.
- (g) She\He fails to return to work without an acceptable reason immediately after the Company has been notified by a physician, an insurer or the Workers' Compensation Board that the employee is able to return to work.
- (h) If she\he is recalled to work and fails to return within four (4) days of being telephoned or having notice of recall delivered by registered mail to the employee's home address. Such mailing shall be to the last address of the employee that the Company has in its files for that employee and such mailings shall be deemed to have been received by the employee.
- (i) If an employee is absent for twenty-eight (28) months for non-culpable reasons and there is no medical prospect that the employee will be able to return to work.

17.04 The Company agrees to post seniority lists for bargaining unit employees on January 1 and July 1 of each year. Employees who wish to question their seniority must do so within fifteen (15) days of such posting. If no challenge is made within thirty (30) days, the employee's seniority shall be deemed correct. A copy of the list will be sent to the local union office.

ARTICLE 18 - FILLING OF VACANCIES

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

The Employer will institute a process for blanket applications for any vacancy. The Employee must be on an approved leave in order to put in a blanket application for any vacancy.

Vacancy means a position, which the employer requires to be filled, and, at the time of the commencement of the vacancy, is of a known duration of 30 calendar days or more. In any event, a temporary position must be posted when it exceeds 60 calendar days.

18.02 The successful candidate must first meet the required qualifications and then the position will be awarded in accordance with the following determining factors which shall have equal weight:

- (a) Past performance
- (b) Seniority

Where according to the above factors two or more employees are equal for a position, seniority will be the deciding factor.

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

18.04 Shift Upgrades

Any member working less than 7.5 hours will be eligible to upgrade their shifts where there is a block of shifts of four (4) or more in the following manner:

- (a) Where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the requirements of Article 36 – Casual Entitlements. Should a vacancy under this article result in backfilling of more than one (1) vacancy (including the initial vacancy) the second vacancy may be filled by an employee registered for casual work unless the Employer and the Union agree otherwise in good faith.
- (b) If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to article 13, the proposed move shall not be made.
- (c) By employees registered for casual work in accordance with the casual addendum.
- (d) A part-time employee who has accepted a temporary vacancy referred to in paragraph (a) above which conflicts with a casual assignment shall be considered unavailable for such casual work.

18.05 The Employer reserves the right to determine if a vacancy exists and to reallocate lines to meet operational requirements.

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

18.07 The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

18.08 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.

18.09 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 and all of the affected employees shall be returned to his/her former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued perquisites.

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

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

18.12 Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

18.13 It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee does not constitute a break

in the continuous service and shall not affect an employee's seniority rights.

ARTICLE 19 - JOB DESCRIPTIONS

The Employer shall provide the Union with its job descriptions for the classifications in the bargaining unit set out in Schedule A.

19.01 New Positions

When the Employer establishes a new bargaining unit position, it shall provide the Union with a job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter may be referred to arbitration.

19.02 Change in Duties

In the event the employer makes more than a fifty percent (50%) change to an existing job, the employer shall give written notice to the Union.

If the notice of objection is not received from the Union within sixty (60) calendar days, then it is understood that the changes have been agreed to.

19.03 Change in hours

The employer agrees that any change greater than 20% (decrease or increase) in the base hours of a position will trigger the posting process.

ARTICLE 20 - TECHNOLOGICAL CHANGE

20.01 Technological change is defined as a change in equipment or a change in method of operation which results in the permanent displacement of one (1) or more members of the bargaining unit.

20.02 The Employer will give the union and affected employees as much advance notice of technological change as is operationally possible. The Employer agrees to meet with the

Union, as expeditiously as possible following its receipt of such notice, to discuss the change.

20.03 Normal turnover of staff shall be utilized to absorb employees displaced by technological change, provided operational requirements permit. If displaced employees cannot be absorbed by normal turnover and layoffs become necessary, Article 21 shall apply.

20.04 In the event the Employer introduces new equipment or method of operation, the employer shall provide the necessary training to all effected employees. All such training will occur during the employees' scheduled working hours, and at the Employer's expense.

ARTICLE 21 - LAYOFFS AND RECALL

21.01 A layoff shall be defined as a cessation of employment or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer. A reduction of hours shall not be considered to be a layoff. However, a reduction in hours that exceeds twenty (20%) of an employee's scheduled hours may, at the employee's option, trigger bumping rights as per Article 21.03.

21.02 In the event of a layoff, employees shall be laid off by job category in reverse order of seniority within a Department. Employees subject to layoff and who have acquired seniority shall be given written notice of layoff as follows:

- (i) One (1) weeks' notice after (3) three continuous months of employment.
- (ii) Four (4) weeks' notice after twelve (12) continuous months of employment.
- (iii) Five (5) weeks' notice after five (5) years continuous employment plus one (1) additional weeks' notice for each

additional two (2) years in excess of five (5) years of employment to a maximum of twelve (12) weeks' notice.

The Employer may substitute the equivalent pay in lieu of notice and a copy of the notice of layoff shall be forwarded to the Union.

21.03 A laid off employee may bump a junior employee in any Department, provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee affect a promotion through a bump.

A laid off employee who bumps a junior employee shall be paid at the hourly rate of the classification they are bumping into, at the rate corresponding with their previous placement on the grid.

21.04 Employees on layoff shall be recalled by Department in order of seniority, subject to their willingness, qualifications and ability to do the work available. It shall be sufficient for the Employer to send notice of recall to the employee by registered mail to the employee's last known address. An employee who is recalled to work after a layoff must return to work within three (3) calendar days if unemployed, and within fourteen (14) calendar days if employed elsewhere and required to provide fourteen (14) days' notice to that employer. An employee employed elsewhere shall give the Employer notice of their intent to return to work within three (3) calendar days of receipt of the notice of recall.

21.05 The Employer is not required to give notice to an employee who is terminated for cause; hired for a project or temporary position; or in cases where an employee is offered and refuses alternative employment.

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

21.07 Lay-off employees shall retain their seniority accumulated up to the time of layoff as follows:

- (i) If laid off after three (3) months continuous employment – up to three (3) months.
- (ii) If employed twelve (12) or more months continuous employment at time of layoff - up to one (1) year.

21.08 Employees with less than twelve (12) months continuous employment at the time of layoff and not recalled within three (3) months of the layoff shall be terminated by written notice. Employees with twelve (12) months continuous employment at the time of layoff and not recalled to work within twelve (12) calendar months of layoff shall be terminated by written notice.

ARTICLE 22 - TERMINATION OF EMPLOYMENT

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

Employees leaving with less than fourteen (14) calendar days' notice shall be paid their earned vacations less two percent (2%) for example:

- Employees entitled to eight percent (8%) shall be paid six percent (6%).
- Employees entitled to ten percent (10%) shall be paid eight percent (8%), etc.

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less fourteen (14) calendar days' notice, the employee shall be paid all earned vacations.

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

22.02 Any employee who fails to report for work and does not notify his/her supervisor within three (3) work days and who

cannot give an acceptable reason for his/her absence shall be considered as having abandoned his/her position.

ARTICLE 23 - BEREAVEMENT AND COMPASSIONATE CARE LEAVE

23.01 BEREAVEMENT LEAVE

Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, stepchild, miscarriage/stillborn, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

An additional two (2) consecutive workdays with pay may be granted to employees who are required to travel in order to attend the funeral

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

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

23.02 COMPASSIONATE CARE LEAVE

Employees may reference the *Employment Insurance Act* or Service Canada for information in regards to Compassionate Care leave.

ARTICLE 24 - JURY DUTY

24.01 An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown (not being himself/herself a

party to the proceeding) shall continue to receive his/her regular pay and benefits to maximum of twenty (20) working days, provided that the employee in question would normally have worked on the day(s) in question.

The employee shall turn over to the Employer any monies he/she receives from the court on the days he/she is normally scheduled to work, providing this does not exceed his/her regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals.

ARTICLE 25 - EDUCATION LEAVE

25.01 Employer Requested Leave

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employees 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.

25.02 In-Service Education

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

25.03 Education Leave for Licensed Practical Nurses (LPN's)

Licensed Practical Nurses (LPN's) may be granted up to two (2) days education leave with pay per calendar year to take accredited courses related to their field. The leave and assessment of courses will be subject to the prior approval from the employer.

25.04 General Education Leave

When employees are upgrading to improve career options, the employer will endeavour to provide unpaid leaves of absence

where operational requirement may sustain the leave for a maximum of two (2) years at a time and the employee will continue to accrue seniority for the period of this specific leave.

ARTICLE 26 - PAID AND UNPAID LEAVES OF ABSENCE

26.01 Maternity, paternity and adoption leave shall be granted in accordance with the terms set out in the *Employment Standards Act*, R.S.B.C. 1996, c. 113.

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

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

26.03 In accordance with the employee's request, up to two (2) consecutive days of paid sick leave or unpaid leave may be granted to employees to care for a spouse or child residing with the employee provided that no one at the employee's home other than the employee is available to care for the sick person and the employee has made every effort to obtain alternative care. While the importance of family related leave is recognized, the employees acknowledge that the Employer has the discretion in granting the leave and accordingly, agrees to supply the appropriate information, including documentation to support the request when required by the Employer.

26.04 Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least fourteen (14) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in

writing as soon as possible.

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

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

26.05 Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.

Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave.

Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining.

Seniority and all benefits shall accumulate during such leave.

Every effort will be made by the Employer to retain employees on unpaid leave of absence for union business on the Employer's payroll and where such employees are retained; the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.

26.06 Family Responsibility Leave

Employees may reference the *Employment Insurance Act or Services Canada* for information in regards to Family Responsibility Leave.

ARTICLE 27 - SICK LEAVE

27.01 Regular full-time employees will receive sick leave credits at the rate of one day for every two (2) months of paid service up to a maximum of twenty-four (24) days. Effective September 1, 2010, the rate of accumulation shall be one and one half (1 1/2) days every two months. Regular employees will receive sick leave credits for every two (2) months of paid service prorated by the hours worked to a maximum of forty (40) prorated days.

Sick leave will be earned and paid at the current rate of pay.

27.02 Unused sick leave credits will accumulate to a maximum of forty (40) working days. Sick days not used in one calendar year will be carried forward to the next year. Used sick days will be added back to the bank at the rate of one (1) day every two (2) months to a maximum of forty (40) days. The Employer will furnish an annual notice of accrued sick leave.

27.03 In order to be entitled to pay for sick leave, employees must complete the appropriate form, and have it authorized by their immediate supervisor. The Employer in its sole discretion may request satisfactory proof of illness. Failure to meet this

requirement will result in the absence being treated as leave without pay. Any abuse of sick leave benefits is cause for discipline, up to and including discharge.

27.04 When an employee is on Employer paid sick leave, all benefits contained in this Agreement will continue to accrue.

Following the expiration of employer paid sick leave, employees will be placed on an unpaid leave of absence until such time as they return to work or are deemed permanently unable to return to work.

27.05 Regular employees transferring to casual status are no longer entitled to sick leave benefits and will lose their banked sick leave credits. Upon termination sick leave credits have no further value.

ARTICLE 28 - SHIFT PREMIUMS

- (a) Employees working where the majority of hours are on the evening shift shall be paid a shift differential of sixty cents (\$0.60) per hour for the entire shift work.
- (b) Employees working where the majority of hours are on the night shift shall be paid a differential of ninety cents (\$0.90) per hour for the entire shift work.
- (c) Employees working a weekend shift will be paid a shift differential of eighty cents (\$0.80) per hour for the entire shift worked.
- (d) Evening shift shall be defined as any shift in which the major portion of the shift occurs between 4:00 p.m. (16:00 hours) and 12:00 midnight (24:00 hours) and night shift shall be defined as any shift in which the major portion of the shift occurs between 12:00 midnight (24:00 hours) and 8:00 a.m. (0:800 hours). Weekend shift shall be defined as any shift in which the majority of hours occur between Friday 2400 and Monday 0700 hours.

Move Housekeeping Premium and include as part of the regular pay grid. All newly negotiated rates apply after the movement.

Night Shift – Housekeeping:

Night Shift Housekeeping Employees will be paid an additional premium of one-dollar and twenty five (\$1.25) per hour for the entire shift worked.

Housekeeping (night shift)

Base rates would be:

Start: \$18.96

Post Probation: \$19.40

ARTICLE 29 - HEALTH AND SAFETY

29.01 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 Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

29.02

- (a) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.
- (b) Two (2) representatives from the committee, one (1) from management and one (1) from the Union, shall make monthly inspections of the workplace and shall report to the full committee the results of the inspections.

29.03 No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and regulations.

29.04 Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the Workers' Compensation Board and/or the Occupational Health & Safety Agency. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.

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

29.06 When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to the employee and the Employer's protocol with regard to the admission of care-floor residents shall be maintained.

29.07 An employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Medical exams, x-rays, vaccinations, inoculations or other immunizations required by the Employer shall be at the Employer's cost.

29.08 Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunization shall be provided at no cost to the employee.

29.09 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.

29.10 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 outlines in the *Work Safe BC Regulations*. This will be done with those employees who work alone and the Occupational Health and Safety Committee.

29.11 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. The policies will be accessible to staff and the users of the healthcare system regarding expectations and the consequences of inappropriate behaviour, aggression and violence.

29.12 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 can reasonably provide such transportation.

29.13 Critical Incident Stress Diffusing

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

29.14 Workload

a) Where the absence of one or more employees may create a significant increase in the workload for other employees, the employer will make every effort to resolve the matter by:

- The supervisor will discuss duty priorities with the affected employee(s);
- Re-assigning work;
- Utilizing casual employees in accordance with the collective agreement;
- Extending hours or approving overtime.

Under no circumstances will the prioritizing of duties or the reassignment of work result in a significant increase in workload for other employees.

An employee who believes their workload is unsafe or excessive shall discuss the problem with their immediate supervisor.

b) In the event that an individual employee or a group of employees have a workload concern the matter will be addressed as follows:

As soon as possible after the workload issue occurs, the employee will complete and submit the Workload Report (Addendum A) to their immediate supervisor, in order to discuss the issue and develop strategies to meet job routine needs using current resources (including using casuals and overtime if approved per Article 29.14.a).

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the

employer who has responsibility for timely resolutions of workload issues.

Failing resolution at the time of the occurrence of the workload issue, the workload concern(s) may be reduced to writing (See Workload Report--Addendum A) and addressed at the next scheduled labour/management meeting.

The labour/management committee may choose to make recommendations, in writing to the GM of the facility who will provide a written response.

ARTICLE 30 – WAGES AND RRSP'S

30.01 Employees shall be compensated in accordance with the applicable Wage Schedule attached to the Collective Agreement.

30.02 The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

30.03 The pay rate as agreed to and hereinafter in this Schedule provided, shall be in effect at the time of signing and during the term of the agreement.

30.04

- (a) Employees shall be paid by direct deposit every second Friday.
- (b) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime, banked overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions and adjustments with an explanation.
- (c) When errors are made on an employee's cheque the Employer will provide correct remuneration on a separate cheque within 48 hours of been notified of information regarding the error.

30.05 In the event an employee relieves in a higher rated job in the bargaining unit and performs the full range of duties of such job, the employee shall receive the rate of that position after not less than one (1) work day, retroactive to the start of the relief period.

30.06 Where an employee is required to transfer temporarily at the Employer's request to a lower rated job, such employee shall incur no reduction in wages because of such transfer.

30.07 An Employee who is transferred from another CPAC facility within six (6) months of leaving that facility shall have their prior service with CPAC, for the purposes of determining seniority and vacation entitlement, upon successful completion of their probationary period. It is a condition of hire that such employees identify their CPAC service prior to any offer of employment.

30.08 Effective April 1, 2017, there shall be a general wage increase of one point five percent (1.50%) applied to all wage classifications.

30.09 Effective the first full pay period following April 1, 2018, there shall be a general wage increase of one point five percent (1.50%) applied to all wage classifications.

30.10 Effective the first full pay period following April 1, 2019, there shall be a general wage increase of one point six percent (1.60%) applied to all wage classifications.

30.11 Special Living Wage Adjustment

The Assisted Living Worker will receive the following additional increases:

- Upon Ratification – 1.5%
- April 1, 2018 – 1.5%
- April 1, 2019 – 1.5%

30.12 RRSP's

The Employer shall contribute two percent (2%) of earnings for each employee who wishes to enrol into a mutually agreed to RRSP Plan. Each employee shall contribute two percent (2%) of earnings to the Plan.

ARTICLE 31 - EMPLOYEE FILE

31.01 Upon request to their immediate supervisor, employees are entitled to read and review their human resources file at a mutually agreed time.

The Senior Union Official, or designate, with the written authority of the employee, shall be entitled to review the employee's human resource file, in the office which the file is normally kept, in order to facilitate the investigation of a grievance.

The employee or the Senior Union Official, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.

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

ARTICLE 32 - BENEFITS

32.01 For the duration of the Agreement, the Employer shall continue to make available to eligible employees the benefits currently in effect or their equivalent in the event the Employer changes insurance carriers. The current benefit levels and premium payment arrangements for eligible employees will continue for the duration of the agreement. Employees scheduled twenty (20) or more hours a week on a regular basis shall be eligible for those benefits as outlined in the Employer's benefit program.

32.02 Dental Plan

Eligible employees shall be provided with:

Reimbursement Levels:

- Basic Services 100% of Eligible Expenses
- Major Services 60% of Eligible Expenses
- Orthodontic Services (Dependent Children to Age 18 only) 60% of Eligible Expenses
- Deductible NIL

Annual Maximums

- Basic and Major Services \$2,500 per person per calendar year
- Orthodontic Services \$2,750 per lifetime per person
- Surviving Dependent Insurance 12 Month (Without premium payments)
- Conversion Privilege Included
- Termination Age 70

The dental plan shall cover employees, their spouses and eligible children provided they are not enrolled in another comparable plan.

The Employer shall pay 100% of the premium.

Please refer to the Employee Benefit Booklet for specific details and conditions that may apply to the above noted benefit(s).

32.03 Extended Health Care Plan

Eligible employees shall be provided with:

Benefit Level

- Prescription Drugs (Assured Drug Card) 80%
- All other In-Province Eligible Expenses 80%
- Out-of-Country Emergency 100%
- Deluxe Medical-Assist Covered

CPAC (Crescent Gardens) Inc. / Hospital Employees' Union
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Deductible

- Single Nil
- Family Nil

- Overall Plan Maximum \$1,000,000
- Prescription Drugs Covered
- Oral Contraceptives Covered
- Hospital Room Semi-Private and Private
- Private Duty Nursing \$25,000 per 36 months

- Hearing Aids:
- Adults and Dependent Children \$600 per 48 consecutive months

- Vision Care:
- Benefit Co-insurance 100%
- Benefit Amount \$300 every 24 consecutive months to be in effect starting April 1, 2018

- Eye Exams up to one hundred dollars (\$100.00) every two years

- Deductible Nil
- Paramedical Practitioners \$500 per person calendar Year
- Paramedical Practitioners 80% per visit
- Surviving Department Insurance 12 months (Without premium payments)
- Conversion Privilege Included
- Termination Age 70

The Extended Health Care plan shall cover employees, their spouses and eligible children provided they are not enrolled in another comparable plan.

The Employer shall pay 100% of the premium.

Please refer to the Employee Benefit Booklet for specific details and conditions that may apply to the above noted benefit(s).

British Columbia Medical Services Plan (MSP):

Employees scheduled twenty (20) hours or more a week on a regular basis shall be eligible for MSP on a one hundred percent (100%) employer basis.

32.04 For the duration of the Agreement, the Employer shall continue to make available to eligible employees the benefits currently in effect or their equivalent in the event the Employer changes insurance carriers. The current benefit levels and premium payment arrangements for eligible employees will continue for the duration of the agreement.

32.05 Any disputes regarding benefits eligibility or coverage shall be between the employee and the insurer. Disputes regarding benefits eligibility or coverage shall not be subject to the grievance and arbitration procedure. The Employer's sole responsibility with respect to benefits is to make its premium payments.

32.06 The Employer shall provide, and pay 100% of the premium for, a long-term disability insurance plan, as provided in the current employee benefit booklet. The plan shall cover post-probationary employees and provide such employees with two-thirds salary continuation until the age of sixty-five (65) in the event of a disability.

32.07 The Employer shall provide and pay 100% of the premium for a group life insurance plan, as set out in the current employee benefit booklet. The plan shall provide two times (2x) annual salary, to a maximum of two hundred thousand dollars (\$200,000.00) insurance coverage for post-probationary employees until age sixty-five (65). Thereafter, the amount of coverage shall decrease by fifty percent (50%). Group insurance coverage will cease for all employees at age seventy (70). The plan shall include coverage for accidental death.

32.08 Effective 60 days from ratification the Employer will provide Critical Illness coverage of \$25,000.00 per employee.

ARTICLE 33 - EMPLOYER PROPERTY

33.01 Return of Employer Property on Termination

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

33.02 Employer to Repair or Indemnify

Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a resident, provided such personal property is an article of use or wear of a type suitable for use while on duty.

33.03 Reimbursement of Legal Fees

Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

33.04 Tools

The Employer shall supply tools as required. 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.

ARTICLE 34 - PARKING AND TRANSPORTATION ALLOWANCE

The Employer will continue to provide parking at no cost to employees, pending availability.

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 forty-two cents (\$0.42) per kilometre.

ARTICLE 35 - PRINTING OF THE AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason, the Employer shall print sufficient copies of the Agreement for distribution to employees.

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

ARTICLE 36 - CASUAL ENTITLEMENTS

36.01

- (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, or for other intermittent, non-recurring work, provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position.

- (b) Casual/Part-time employees shall be called in to work in the order of seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in their home department. A casual/part-time employee who is qualified can register in their home department plus 1 except where the Employer and the Union otherwise agree in good faith.

36.02

- (a) Part time employees may register for casual work in accordance with this section. For the purpose of casual call-in, part time employees are not eligible for any casual shift hours that overlap with their regular shifts or which would result in daily or weekly overtime. Where the casual assignment is four (4) days or more a part time employee shall have the option of cancelling the portion of their regular schedule that overlaps with the casual assignment. For the

purposes of accepting a casual assignment, a part time employee shall require a minimum of eight (8) hours off-duty between the completion of one work shift and the commencement of the casual assignment.

- (b) Part time employees will be placed on the casual registry in accordance with their seniority.

36.03 The parties agree that all terms of the Collective Agreement will apply to casual employees except where modified by the following specific provisions:

Call In

Employees on the casual list shall be called to work in order of seniority as follows:

- The Employer or their representative shall call, at the telephone number provided by the casual employee, only those casual employees for the shift or block of shifts being assigned.

All such calls will be recorded in a log book maintained for the purpose which shows the name of the employee called, the time the call was made, the job required to be done, whether the employee accepts or declines the work or fails to answer the phone and the signature of the person who made the call.

- For each available shift or block of shifts, only one call need be made to any casual employee provided that the telephone is permitted to ring a minimum of eight times.
- In the event of a busy signal the casual employee will be recalled in two minutes and, if the telephone is still busy, the next person on the list shall be called
- In the event that a pager number is called, or an answering machine is in place, a message will be left relaying the date, day, and time of the call. If the message is not returned

within five (5) minutes the next person on the list will be called.

- If a casual employee fails to answer or declines the offer, the next person on the list shall be called.

The call-in process as outlined above will be followed by anyone making replacement calls. A record of calls will be maintained.

A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee. If it is evident that an employee has defaulted on an assignment for reasons other than illness or emergency, the employee will be subject to discipline, up to and including termination.

The Employer may change or cancel a casual shift by providing the employee with a minimum of 24 hours' notice or block of shifts by providing the employee with a minimum of 48 hours' notice of the change of cancellation.

Casual employees who have not worked for three consecutive months may have their employment terminated.

Hours of Work

Article 12.03 shall not be applicable to casual employees.

Employees shall not be required to work more than six (6) consecutive shifts, and employees shall not at any time have less than two (2) consecutive days off duty excluding statutory holidays, otherwise overtime will be paid. (see addendum for example)

Example for Rolling eights

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Non overtime example						
x	x	w	w	w	X	w
w	x	x	w	X	w	w
Overtime example						
x	x	w	w	w	X	w
w	W (OT)	X	w	X	w	w

To decide when a casual must have two (2) days off start counting from the last time they had two (2) or more consecutive off-duty days and count forward six (6) calendar days. The next two (2) days must be off-duty days regardless of whether they had two (2) or three (3) one-day breaks during the six (6) days. At any time within a six (6) day count, the casual had two (2) days off, the count recommences the following day after the overtime shift.

Wages

Casual employees shall be paid in accordance with the first level hourly rate as noted on Schedule A for the position they are called in to work.

Benefits

Upon successful completion of their probation period, casual staff may purchase benefits through the company. Casual staff that choose to do this are responsible for 100% of the premium costs. Premiums must be paid with post-dated cheques.

Vacation Pay

Casual employees are entitled to vacation pay at the rate of four percent (4%) of gross pay to be paid each payday.

Statutory Holiday Pay

Effective April 1, 2015 casual employees shall be paid the equivalent of five percent (5%) of regular pay in lieu of statutory

holidays.

Paid and Unpaid Leave

Casual employees are not entitled to paid or unpaid leaves.

Layoff and Recall

Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one-year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.

ARTICLE 37 - NO DISCRIMINATION

37.01 No Discrimination

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

37.02 Harassment

The Employer and the Union recognize the right of employees to work in an environment free from harassment including sexual harassment, as defined by the Employer's harassment policy.

37.03 The Employer and the Union agree that there shall be no discrimination practiced with respect to any employee by reason of membership or activity in the Union.

37.04 Complaints Investigation

The employee who complains of harassment under the provisions of the *Human Rights Code* must first comply with the Employer's harassment policy procedures before filing a grievance or human rights complaint.

37.05 The Employer, the employees and the Union agree that where there is a complaint under 37.01 or 37.02 above that could be adequately remedied in a single forum, no multiple forum complaints shall be filed.

ARTICLE 38 - EVALUATIONS

38.01 Evaluation Reports

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

ARTICLE 39 - MISCELLANEOUS

39.01 Badges and Insignia

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

39.02 Legal Picket Lines

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

ARTICLE 40 – CONTRACTING OUT

The Employer agrees that all work or services performed by the employees in the bargaining unit shall not be contracted, leased, transferred or assigned, in whole or in part, to any other facility, person, company or non-bargaining unit employee.

ARTICLE 41 - VOLUNTEERS

41.01

- (a) It is agreed that Volunteers have a role in this retirement community and are an important link to the residents being served.
- (b) It is further agreed that Volunteers will be supernumerary to established positions in the bargaining unit and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

ARTICLE 42 – ARBITRATION SETTLEMENT TO CONCLUDE COLLECTIVE BARGAINING

Should the parties reach an impasse following bargaining in good faith and providing the Union membership has voted in favour, and providing there is mutual agreement, as an alternate to Strike or Lockout, any or all unresolved bargaining demands shall be submitted to resolution and binding settlement by an arbitrator mutually agreed to by the parties or appointed by the Labour Relations Board.

Prior to commencing the arbitration proceedings, the Arbitrator shall act as a mediator to assist the parties in reaching a voluntary resolution of the issues in dispute. In the event of an impasse, the

proceedings shall be immediately reverted to arbitration. The Arbitrator will take into account the financial situation and the ability to pay of the Employer in rendering the decision.

ARTICLE 43 - EFFECTIVE AND TERMINATING DATES

All provisions of this Agreement are effective April 1, 2017 to and including the 31st of March 2020. The parties agree to exclude the operation of the provisions of Sections 50 (2) and (3) of the *Labour Relations Code*.

CPAC (Crescent Gardens) Inc. / Hospital Employees' Union
April 1, 2017 to March 31, 2020

SCHEDULE "A"

Job Category	Progression Scale	April 1, 2016	Market Adjust.	Current	April 1, 2017	Nov 10, 2017	April 1, 2018	April 1, 2018	April 1, 2019	April 1, 2019
			\$ 1.25		1.50%	1.50%	1.50%	1.50%	1.60%	1.50%
					GWI	Living Wage	GWI	Living Wage	GWI	Living Wage
LPN	Start			\$ 26.82	\$ 27.22		\$ 27.63		\$ 28.07	
	Post Probation			\$ 27.36	\$ 27.77		\$ 28.19		\$ 28.64	
Care Aide	Start			\$ 21.65	\$ 21.97		\$ 22.30		\$ 22.66	
	Post Probation			\$ 21.95	\$ 22.28		\$ 22.61		\$ 22.98	
Recreation Aide	Start			\$ 19.20	\$ 19.49		\$ 19.78		\$ 20.10	
	Post Probation			\$ 19.57	\$ 19.86		\$ 20.16		\$ 20.48	
Recreation Coordinator	Start			\$ 24.39	\$ 24.76		\$ 25.13		\$ 25.53	
	Post Probation			\$ 24.98	\$ 25.35		\$ 25.74		\$ 26.15	
Cooks Helper	Start			\$ 20.37	\$ 20.68		\$ 20.99		\$ 21.32	
	Post Probation			\$ 20.71	\$ 21.02		\$ 21.34		\$ 21.68	
Cooks	Start			\$ 22.86	\$ 23.20		\$ 23.55		\$ 23.93	
	Post Probation			\$ 23.13	\$ 23.48		\$ 23.83		\$ 24.21	
Server	Start			\$ 20.42	\$ 20.73		\$ 21.04		\$ 21.37	
	Post Probation			\$ 20.76	\$ 21.07		\$ 21.39		\$ 21.73	
Wages below include the Living Wage special adjustment										
Assisted Living Worker	Start			\$ 18.69	\$ 18.97	\$ 19.25	\$ 19.54	\$ 19.84	\$ 20.15	\$ 20.46
	Post Probation			\$ 18.96	\$ 19.24	\$ 19.53	\$ 19.83	\$ 20.12	\$ 20.45	\$ 20.75
Scheduler/ Customer Service Rep	Start			\$ 18.99	\$ 19.27		\$ 19.56		\$ 19.88	
	Post Probation			\$ 19.41	\$ 19.70		\$ 20.00		\$ 20.32	
Bus Driver	Start			\$ 17.33	\$ 17.59		\$ 17.85		\$ 18.14	
	Post Probation			\$ 17.66	\$ 17.92		\$ 18.19		\$ 18.48	
Dishwashing	Start			\$ 17.71	\$ 17.98		\$ 18.25		\$ 18.54	
	Post Probation			\$ 18.15	\$ 18.42		\$ 18.70		\$ 19.00	
Laundry	Start			\$ 17.71	\$ 17.98		\$ 18.25		\$ 18.54	
	Post Probation			\$ 18.15	\$ 18.42		\$ 18.70		\$ 19.00	
Housekeeping (Night Shift)	Start	\$ 17.71	\$ 18.96	\$ 18.96	\$ 19.24		\$ 19.53		\$ 19.85	
	Post Probation	\$ 18.15	\$ 19.40	\$ 19.40	\$ 19.69		\$ 19.99		\$ 20.31	
House-Keeping	Start			\$ 17.71	\$ 17.98		\$ 18.25		\$ 18.54	
	Post Probation			\$ 18.15	\$ 18.42		\$ 18.70		\$ 19.00	

Addendum A - Workload Report (Per Article 29.14)

Name: _____

Phone Number: _____

Facility/Site: _____

Date: _____

Describe the workload problem:

Describe how the workload problem might be resolved:

I brought this concern to the attention of my supervisor: **Yes** **No**

Signature: _____ **Date:** _____

—

Received by SUPERVISOR/MANAGER

(Signature): _____

Date: _____

How to complete the form:

- 1. Ask for your supervisor's signature to acknowledge the receipt.**
- 2. Make three (3) copies (or write out three copies)**
- 3. Give one to your supervisor;**
- 4. Give one to a member of the Joint Labour Management Committee**
- 5. Keep one for your records**

LETTER OF UNDERSTANDING #1

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

CPAC (CRESCENT GARDENS) INC.

Re: Article 14.04 – Scheduling of Statutory Holidays

The parties agree that subject to the provisions of Articles 12, 14 and 26, an employee shall have their statutory holidays scheduled per:

Six scheduled shifts off every six months paid out in accordance with the hours normally worked in a shift.

The Employer shall provide an option sheet to employees by December 1 of each year. Employees shall indicate their choice of options by December 15 of each year.

Failure to indicate a choice by December 15 will result in the current option being automatically continued for the following year.

An employee with no previous option choice will, by default, be paid out.

LETTER OF UNDERSTANDING #2
BETWEEN
HOSPITAL EMPLOYEES' UNION
AND
CPAC (CRESCENT GARDENS) INC.

Re: Other Benefit Description

Group Life –

Benefit Formula – 2X annual earnings

Benefit Maximum - \$200,000

Benefit Reduction – Reduces 50% at age 65 ceases at the earlier of retirement at age 70

All amounts of insurance are rounded up to the next higher \$1,000 amount.

Accidental Death and Dismemberment

Benefit Formula – equals Group Life

Benefit Reduction – Reduces 50% at age 65 ceases at the earlier of retirement at age 70

Long Term Disability

Benefit Formula – 66.67% of monthly earnings

Benefit Maximum - \$6,000

Elimination Period – 120 days

Survivor Benefit – Equal to 3X the employee's net monthly

Long-Term Disability benefits

Disability – 2 years own occupation

MSP Premiums

The Employer and the Union agree to review the status of MSP premiums during the next round of bargaining.

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Eata Mitchuk
Director of Human Resources
& Labour Relations, Chartwell
Retirement Residences

Tammy Morison
General Manager,
Crescent Gardens

Dated

**SIGNED ON BEHALF OF
THE UNION:**

Wendy Beer
Assistant Secretary Business
Manager

Janine Brooker
Negotiator

Dayle Caron
Bargaining Team Member

Neila Bertrand
Bargaining Team Member

Dated