

COLLECTIVE AGREEMENT

BETWEEN



HOSPITAL EMPLOYEES' UNION
(The Union)

AND

0741858 B.C. Ltd. carrying on business as
Nicola Valley Seniors Residence – The Florentine
(The Employer)

August 1, 2018 to July 31, 2021

Note: underlined text is new language for 2018-2021

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DEFINITIONS

For the purpose of this Agreement:

1. **"Employer"** means Nicola Valley Seniors' Residence – The Florentine
2. **"Union"** means the Hospital Employees' Union (HEU), hereinafter referred to as "the Union."
3. **"Bargaining Unit"** is the unit comprised of all employees of the Employer described in the Certifications issued, except those employees in positions mutually agreed to by the Parties.
4. **"Common-law spouse"** is defined as two (2) people who have co-habitated as spousal partners for a period of not less than one (1) year.

This definition shall apply to the following Articles of the Agreement:

Article 7.06 - Bereavement Leave

Article 7.07 - Special Leave

Article 16 - Health & Welfare Benefits Plans

5. **"Employee"** means an employee included in the bargaining unit and includes regular and casual employees.
6. **"Leave of absence with pay"** means to be absent from duty with permission and with pay.
7. **"Leave of absence without pay"** means to be absent from duty with permission but without pay.
8. Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

Definition of Employee Status

1. Regular Employee

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

2. Casual Employee

A casual employee is defined in Addendum #2.

3. Restriction of Employee Status

The status of all employees covered by this Collective Agreement shall be defined under one (1) of the preceding two (2) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 4.04 - Grievance Procedure.

PREAMBLE

The parties of this agreement share a desire to provide the highest quality of services to the residents of the home. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

Therefore, it is the purpose of both parties to this agreement:

- a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment.
- c) To promote the morale, well being and security of all employees in the bargaining unit of the Union while recognizing that the care of the residents served by the home will achieve greater independence and autonomy.
- d) To promote autonomy and independence of the residents in their home.

AND WHEREAS it is now desirable those methods of bargaining and all matters pertaining to the working conditions of the employees to be drawn up in an Agreement:

ARTICLE 1 - RECOGNITION OF THE UNION

1.01 Sole Bargaining Agency

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

1.02 Union Shop

All employees in the Bargaining Unit shall maintain membership in the Union as a condition of employment. Employees who are brought within the Bargaining Unit, including newly hired employees, shall become members of the Union within thirty (30) days after their initial date of employment in the Bargaining Unit.

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

In the event an employee is terminated pursuant to Article 1.02, the following provisions shall not be applicable to the employee:

Grievance Procedure - Article 4.04

Dismissal/Suspension for Alleged Cause - Article 4.05

Employer's Notice of Termination - Article 10.02

1.03 Check Off of Union Dues

(a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues, assessment and initiation fees, payable to the Union by a

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member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose. The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

All deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

- (b) All deductions shall be remitted to the Union not later than twenty-eight (28) days following the end of the month in which the deduction was made. The Employer shall also provide a list of names of all employees including those hired and all employees who have left the employment of the Employer, designating discharges, retirements, resignations and deaths, from whose salaries such deductions have been made together with the amounts deducted from each employee.

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied through the foregoing method; the Employer shall supply the requested information on hard copy.

- (c) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted, provided that the changed deduction can be reasonably accommodated by the Employer's payroll system.

The Union will give reasonable notice to the Employer of any change in Union dues, assessment, fees, or other amounts, which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

- (d) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except by mutual agreement of the parties to this Agreement.
- (e) At the same time that income tax (T-4) slips are made available, the Employer, without charge, shall indicate on the T-4 slip the total amount of Union dues paid by the employee for the previous year (the year for which the T-4 slip is provided). Every reasonable effort shall be made for these to be available to the employee at the earliest date, or not later than March 1st of the succeeding year.

1.04 Membership Information

The Employer agrees to provide to the Union twice per year, in February and August via email to memberupdates@heu.org, a list of names of current employees, including classification, status, address, telephone number and email address known to the Employer.

1.05 Employer and Union Shall Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her Steward. Whenever the Steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the Steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union

Steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for thirty (30) minutes some time during the first thirty (30) days of employment.

New employees shall receive regular wages while attending such meetings and when being orientated on the job site, but regular 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.

1.06 Recognition and Rights of Shop Stewards

The Employer recognizes each Union's right to select two (2) Shop Stewards and one (1) alternate to represent employees. The number of Shop Stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A Steward or his/her alternate shall obtain the permission of his/her department head and in his/her absence the person in charge before leaving his/her work to perform his/her duties as a Steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the Steward shall notify his/her department head and in his/her absence the person in charge.

Duties of the Shop Steward include but are not limited to:

- (a) Investigation of complaints
- (b) Investigating grievances and assisting any employee whom the Shop Steward represents in preparing and presenting a grievance in accordance with the grievance procedure.
- (c) Supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises.
- (d) Carrying out duties within the realm of assigned safety responsibilities for two (2) Union Representatives who are members of Safety Committees.

(e) Attending meetings called by Management.

When a Shop Steward is the only employee on duty in a department or where his/her absence would require the Employer to call in another employee or assign another employee to a higher rated position, the Shop Steward may be refused leave of absence to transact Union business. When such leave is refused, other time will be made available to ensure the Union business is transacted.

1.07 No Discrimination

- (a) The Employer and the Union subscribe to the principles of the *Human Rights Code of British Columbia*.
- (b) The Union and the Employer recognize the right of employees to work in an environment free from all harassment and discrimination, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

1.08 Complaints Investigation

An employee who complains of harassment under the provisions of the *Human Rights Code of British Columbia* may file a complaint.

When a complaint is received, the management shall ensure an investigation and if necessary file a report with the Human Rights branch.

If the complaint is unresolved the complaint may be referred to a Complaints Investigator. The Complaints Investigator shall be Jeannie Greatbach or a mutually agreed to alternate

When a complaint is received by the Complaints Investigator she shall:

- (i) Investigate the complaint;

- (ii) Determine the nature of the complaint, and
- (iii) Make written recommendations to resolve the complaint.

1.09 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay.
- (b) Failure to cross a legal picket line encountered in carrying out the Employer’s business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- (c) Any employees assigned to cover essential services as defined in the Labour Code and the *Essential Services Disputes Act* shall be authorized and permitted to cross a legal picket line.

1.10 Notice of Union Representative Visits

The Union shall inform the Employer when a Union’s 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.

1.11 Bulletin Boards

The Employer shall provide a bulletin board located in the staff lunchroom for the exclusive use of the Union. The use of the bulletin board shall be restricted to the business of the Union and for the display of one (1) Union card.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Rights Reserved

The Union recognizes and agrees that except as specifically abridged, restricted, granted or modified by this Agreement, all of the rights, powers and authority to manage and direct the workforce is exclusively vested with the Employer but may be modified by mutual agreement.

2.02 Management Rights

Without limiting the generality of the foregoing, the Employer shall have the exclusive right, subject to the provisions of this Agreement, to:

- (a) Hire and direct employees;
- (b) Promote, demote, transfer, layoff, or recall employees;
- (c) Suspend, discipline and discharge employees for just and reasonable cause;
- (d) Establish job requirements;
- (e) Establish, maintain and enforce rules and regulations that are reasonable and not in conflict with this Agreement;
- (f) Establish and manage work schedules;
- (g) Establish and manage training need.

ARTICLE 3 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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 in the long term health care field.

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.

3.01 Definition of Displacement

Any employee shall be considered displaced when his/her services or portion of position is no longer required in the department in which he/she is employed.

3.02 Notice of Displacement

The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change. The Union and the Employer shall meet per section 54 of the labour Relations Code. Employees affected by technological change shall be given reasonable notification in advance and

allowed a one-week orientation to acquire the necessary skill for retraining employment with the Employer’s commensurate with their seniority and ability.

3.03 Bumping

Changes in client needs and work programs that impact changes of staffing levels will result in notice to the employee(s) in the affected classifications. However, if the individuals(s) affected are senior and qualified to other staff in their own classification or a different classification, such an employee will have the option of bumping any junior person.

ARTICLE 4 - DISCUSSION OF DIFFERENCES

4.01 Committee on Labour Relations

The parties agree to the establishment of a Labour /management committee to discuss and make recommendations regarding issues that may arise from operations of the Florentine including the following:

- (1) Reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) Correcting conditions causing misunderstandings;
- (3) Dealing with matters referred to in this Agreement; including acting as the OH&S committee in accordance with WCB regulations.
- (4) Planning, training and skills upgrading for those employees affected by technological changes, new programs, and methods of operation, and general skills upgrading to enable employees to qualify for new positions being planned through future expansion or renovation.

4.02 Union Committee

This committee shall be considered a management requested committee and meetings as per Article 1.06(e) and therefore the HEU steward in attendance would be paid by the employer.

The chair and secretary of the committee shall alternate between the Employer and the Union.

4.03 Conduct of the Grievance Procedure

(a) Representation

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective party. To facilitate this, the Union shall supply the Employer with the names of its Officers, and similarly, the Employer shall supply the Union with the names of the Administrator or designate with whom the Union may be required to transact business.

(b) 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.

An employee will be advised, in advance, of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action in order for the employee to contact a steward and have the steward present, providing that this does not result in an undue delay of the appropriate action being taken.

A shop steward will be advised, in advance, of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action against the steward in order for the steward to contact a union representative and have the union representative present, providing that this does not result in an undue delay of the appropriate action being taken.

An employee shall have the right to have his steward present at any discussion with supervisory personnel, which the employee feels may result in discipline.

(c) Employee Called as a Witness

The Employer shall grant leave without loss of pay to an

employee called as a witness by an arbitration board for such time as his/her attendance is reasonably required, provided the dispute involves the Employer. On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness. The employer will invoice the Union for the cost.

(d) 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, 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.

(e) Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the work-site. The employee shall sign the appraisal within seven (7) calendar days of receipt of the appraisal. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall receive a copy of this evaluation report at the time of signing.

All final employee performance appraisals shall form part of the employee’s permanent record.

If the employee doesn’t submit a grievance on the content of the appraisal within twenty-one (21) days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a permanent part of the employee’s record.

(f) Personnel File

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

No document of a disciplinary nature shall be placed on the employee’s personnel file without his/her knowledge. The employee must initial all such documents on an employee’s personnel file. Initials on a document do not indicate agreement or disagreement with the contents.

The employee or the Secretary-Business Manager of the Union, as the case may be, shall give the Employer seven (7) days’ 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.

(g) Time Limits

- i. Notification to arbitrate shall be deemed presented on the date on which it is faxed or delivered to the Employer or the

Union.

- ii. The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

(h) Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer’s representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

(i) Burden of Proof

In all cases of discipline and dismissal, except in the case of probationary employees, the burden of proof of just cause shall rest with the Employer.

(j) Notice of Dismissal or Suspension

Notice of dismissal or suspension shall be in writing and shall be set forth the reasons for dismissal or suspension, and a copy shall be sent to the Local Chairperson of the Union or his/her designate.

4.04 Grievance Procedure

In the event of an employee having a grievance, the settlement of said grievance shall be handled under the following procedures:

Step 1

The individual employee, with or without his/her Shop Steward or Union Committee member (at the employee's option), shall first discuss the matter with the Director of Care, or in the absence of the Director of Care, the designate (Human Resources Manager) within seven (7) calendar days of the occurrence of the grievance. Should a settlement not be agreed upon at this stage, the employee must state that this was a Step 1 discussion and that Step 2 will be pursued, then:

Step 2

The grievance shall be reduced to writing, signed by the employee and the Shop Steward or Union Committee member, and shall be presented (hand delivered) to the Director of Care, or in the absence of the Director of Care, the designate (Human Resources Manager). Within seven (7) calendar days of receipt of the grievance, the supervisor or department head shall give his/her written reply. Failing a satisfactory settlement at this stage, then:

Step 3

The grievance shall be a matter of discussion between the Union Secretary-Business Manager or his/her representative, with or without the Union Committee and the Administrator or his/her designated representative or be discussed at the next scheduled Union/Management Meeting (Article 4.01).

4.05 Dismissal/Suspension for Alleged Cause

- (1) The employer shall notify the Union within three (3) business days of all employee terminations and suspensions.
- (2) Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to process a grievance directly to the Union Secretary-Business Manager or his/her designated representative.
- (3) Within fourteen (14) calendar days after the date of dismissal, the HEU’s Secretary-Business Manager or his/her designated representative shall meet with the Employer, to affect a resolution of the grievance. The decision of the Employer shall be forwarded to the HEU’s Secretary-Business Manager or his/her designated representative, within seven (7) calendar days of the meeting.
- (4) If within seven (7) calendar days following the meeting in (2) above there is no resolution of the said grievance, the grievance shall immediately be referred to a sole arbitrator who shall be selected under the provisions of Article 5.01.
- (5) The arbitrator shall schedule a hearing within seven (7) calendar days of his/her appointment. The arbitrator shall hear

and determine the dispute and issue a verbal or written decision within seven (7) days of the conclusion of the hearing. Such decision 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 Code of British Columbia will commence with the issuance of written reasons of the decision.

- (6) A sole arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5.02.
- (7) 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 (1) of the arbitrators listed in Article 5.01.

4.06 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 5, it is found that an employee was disciplined or dismissed without just and reasonable cause, or improperly laid-off, that employee shall be reinstated by the Employer without loss of pay with all of his/her rights, benefits and privileges which he/she would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

4.07 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 arbitral, during the term of the Collective Agreement:

- Corinn Bell
- Mark Brown
- Mark Atkinson
- Elaine Doyle
- Jean Greatbatch
- John Hall

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.

Unless mutually agreed otherwise, disputes may be referred to Industry Trouble-shooter only after the completion of Step 3 of the grievance procedure.

In the event 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 signed, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

4.08 Expedited Arbitration

- (1) A representative of the Employer and the Secretary-Business Manager of the HEU, or his/her designate, 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.
- (2) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date.
- (3) 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.
- (4) As the process is intended to be informal, lawyers will not be used to represent either party.
- (5) All presentations are to be short and concise and are to

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- include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (6) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
 - (7) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
 - (8) 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.
 - (9) 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.
 - (10) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
 - (11) The parties shall equally share the costs of the fees and expenses of the arbitrator.
 - (12) The expedited arbitrators, who shall act as sole arbitrators, shall be:
 - Corinn Bell
 - Mark Brown
 - Mark Atkinson
 - Elaine Doyle
 - Jean Greatbatch
 - John Hall
 - (13) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5, excepting Article 5.03.
 - (14) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.
 - (15) Any suspension for alleged cause that is not dealt with under Article 4.05 shall be referred immediately to Article 4.08, for resolution.

ARTICLE 5 – ARBITRATION

5.01 Composition of the Board

Should the Parties fail to settle any difference, grievance, or dispute whatsoever arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitral, but excluding re-negotiation of the Agreement shall, at the instance of either party within thirty (30) days of exhausting the grievance procedure, be referred to the arbitration, determination and award of an Arbitrator. Such arbitrator shall be deemed to be established under the meaning of the Labour Code of British Columbia.

One (1) member is to be appointed from the following list of names:

- Corinn Bell
- Mark Brown
- Mark Atkinson
- Elaine Doyle
- Jean Greatbatch
- John Hall

The parties, by mutual agreement, may amend the list of arbitrators at any time or select a single arbitrator in the place of the three-person board.

5.02 Authority of Arbitrator

The Arbitrator shall have the power to settle the terms of the question to be arbitrated.

5.03 Time Limit for Decision of Arbitrator

An arbitrator appointed under this Article of the Collective Agreement shall have twenty (20) days to render a decision with respect to the question to be arbitrated, unless this time limit is extended by mutual agreement between the parties.

5.04 Decision of Arbitration Board

The decision of the majority shall be the decision of the Board. The decision of the Arbitration Board shall be in writing and shall be final, binding, and enforceable on the Parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable

5.05 Expenses of Arbitration

Each party shall pay 50% of the third party arbitration costs.

5.06 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

ARTICLE 6 – SENIORITY

6.01 Seniority Defined

Seniority shall be defined as the length of the employee’s continuous employment with the facility and shall accumulate based on straight-time hours paid since the date of employment with the Employer.

Upon completion of the probationary period, the initial date of employment shall be used for determining benefits and seniority hours.

The above applies to the following Articles:

Article 6.16 – Job Postings and Applications

Article 6.11 – Reduction in Workforce

Article 7.01 – Unpaid Leave

Article 9.12 – Vacation Schedules

Article 11.05 – Maternity, Parental & Adoption Leave

Article 12 – Health & Welfare Benefit Plans

6.02 Probationary Period

It is understood that all new employees will be subject to a

probationary period of four hundred and fifty-five (455) hours worked or six (6) months whichever occurs first. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated. By written agreement of the Employer and the Union, the probationary period may be extended by one hundred and fifty (150) hours worked, or one (1) calendar month, whichever comes first.

6.03 Loss of Seniority

An employee shall lose his/her seniority and shall be deemed to have terminated his/her employment in the event that:

- (a) He/she is discharged for just cause;
- (b) He/she voluntarily terminates his/her employment;
- (c) He/she is on layoff for more than six (6) months;
- (d) He/she abandons his/her position in accordance with Article 10.03;
- (e) He/she is on layoff and fails to report when recalled for work in accordance with Article 6.11.

6.04 Same Service Seniority Date

Where seniority rights are in dispute, and two (2) or more employees have the same amount of seniority, the matter will be determined through a method which is mutually agreeable to the parties.

6.05 Promotion, Transfer, Demotion, Release

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

6.06 Qualifying Period

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the

certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of four hundred and fifty five (455) hours or six (6) calendar months whichever occurs first.

In no instance during the qualifying period shall such an employee lose seniority or benefits. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned four hundred and fifty five (455) hours or six (6) calendar 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 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 benefits.

An employee who requests to be relieved of a promotion, voluntary demotion or transfer during the qualifying period in the new job shall return to the employee's former job classification without loss of seniority or benefits on the same basis as outlined in paragraph (2) of Article 6.06.

6.07 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.

6.08 Promotions

A regular employee promoted to a job with a higher wage rate structure shall receive, in the new job, the increment rate that is immediately higher than his/her wage rate immediately prior to the promotion.

For increment progression, the employee's increment anniversary

date shall then become the initial day in the new job. Employee pay rates shall become effective from the first (1st) day in the new job and further increment increases shall become effective on the established increment date.

However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of his/her prior job.

6.09 Transfers

A regular employee transferred to a job with the same pay rate structure as his/her former job shall remain at the same pay rate structure and shall retain his/her former increment anniversary date.

6.10 Demotions

An employee requesting a voluntary demotion from a higher to a lower-rated job and who is subsequently demoted to the lower-rated job, shall be paid the rate of the lower-rated job provided he/she has experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of Article 6.07 and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above shall be on a probation equal to but cannot exceed four hundred and fifty-five (455) hours or six (6) calendar months whichever occurs first.

6.11 Reduction in Work Force

(1) In the event of a reduction in the work force, regular and casual 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.

The Employer shall give regular employees the following written notice of layoff or normal pay for that period in lieu of

notice:

- (a) After three consecutive months of employment – one (1) weeks notice or an amount equal to one (1) weeks wages;
- (b) After twelve (12) consecutive months of employment – two (2) weeks notice or an amount equal to two (2) weeks wages;
- (c) After three (3) years of consecutive employment – three (3) weeks notice or an amount equal to three (3) weeks wages;

Plus one additional weeks’ notice or pay for each year of employment, to a maximum of eight weeks.

- (2) Notice of layoff shall not apply where an Employer can establish that the layoff results from an act of God, fire, or flood.
- (3) Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of six (6) months and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job on the basis of the posting procedure.

Seniority for this purpose will be seniority accumulated up to the day off recall.

If a laid-off employee is not recalled to work within six (6) calendar months of layoff, such employee may be terminated by written notification at the expiration of the six (6) calendar month period. Laid-off employees failing to report for work of an ongoing nature within five (5) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to employment.

Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision as long as the Employer is notified in writing of the required notice period.

In the exercise of rights under Article 6.08, employees shall be

permitted to exercise their rights in accordance with Article 3.03 (Bumping) of this Agreement.

- (4) Where a notice of displacement or layoff actually results in a layoff and prior to the layoff becoming effective, one (1) copies of such notice shall be sent to the Secretary-Treasurer of the Local.

6.12 Supervisory or Military Service

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

6.13 Seniority Lists

Seniority lists for regular employees shall be posted within the first week of the months of January and July. Seniority lists for casual employees shall be posted within the first week of the months of January, April, July and October. The seniority lists shall include the name, job category, straight-time hours paid up to the end of the previous month's pay period and start date. A copy of the seniority lists shall be supplied to the Secretary-Business Manager or his/her designate and to the Bargaining Unit Chairperson. Such lists shall be open for correction for a period of thirty (30) calendar days following the end of each calendar year, after which the seniority list will be considered accurate upon the approved signature.

6.14 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 Local Chairperson, and shall become the recognized job descriptions.

6.15 Notice of New and Changed Positions

- (a) The said job descriptions shall be presented in writing to the Secretary-Business Manager, or his/her designate, and the local chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days.
- (b) Where the Union objects, it shall provide specific details of its objection which shall be generally limited to whether, (a) the procedure whereby the job shall have been established has been followed; (b) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job; (c) the job is properly remunerated in relation to the existing wage schedule, and (d) any qualifications established for the job are relevant and reasonable.
- (c) If the classification and/or wage rate established by the Employer for such new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.

6.16 Job Postings and Applications

If a vacancy or a new job is created for which employees in the Bargaining Unit reasonably might be expected to be recruited, the following shall apply:

- (a) If the vacancy or new job has a duration of one (1) calendar month or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and 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 a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

- (i) The change is consistent with operational requirements and the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith; and
 - (ii) The Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).
- (c) If a vacancy or new job has a duration of longer than three (3) days and less than one (1) calendar month, qualified regular full-time employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 6.05. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 8.03(a)(ii), 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, education leave, or special 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 the above.
- (f) Two (2) copies of all postings shall be sent to the Secretary-Treasurer of the Local of the HEU within the aforementioned seven (7) calendar days.
- (g) The Employer shall, within seven (7) calendar 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.
- (h) 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.

- (i) 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 benefits when the temporary promotion, transfer or demotion terminates.

6.17 Relieving in Higher-Rated Positions

When an employee temporarily relieves (for one shift or more) in a higher paying position included in this Agreement for which a flat rate of pay is established, he/she shall receive the rate for the job.

6.18 Relieving in Lower-Rated Positions

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her rate of pay shall maintain his/her regular rate of pay.

6.19 Temporary Assignment to an Excluded Position

An employee within the bargaining unit may be temporarily assigned by the Employer to a position which is excluded from the bargaining unit, such assignment will not be for a period to exceed three months.

6.20 Applications from Employees

Applications from qualified employees shall be considered prior to applications from non-employees consistent with Article 6.05.

6.21 Temporary Positions to Accommodate Workload Hours

When an extraordinary workload develops, and where it is not practicable to increase the hours of an employee to meet the needs of the extraordinary workload, the Employer may post up to a maximum of two (2) temporary positions in care, in order to meet the workload need.

The terms and conditions governing these temporary positions are as follows:

- (i) At the employee’s option, temporary hours may be added to increase the hours of work for an employee;
- (ii) The temporary position must be posted in accordance with Article 6.21;
- (iii) The maximum term of the temporary position or assignment of temporary hours , pursuant to (i) above, is two (2) months or as extended by the employer;
- (iv) A temporary position cannot be created within a department where a layoff has occurred for at least one hundred and twenty (120) days following issuance of the layoff notice;
- (v) The Employer shall complete and provide to the Union the “Temporary Position Notification” form no less than three (3) days prior to posting;
- (vi) A temporary position may be deleted at any time during the term of the temporary position;
- (vii) When the temporary position ends, the employee shall return to their previous position and status.

ARTICLE 7 - LEAVE OF ABSENCE

7.01 Unpaid Leave

- (a) An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to the administrator and/or her designate. Reasonable notice of at least fourteen (14) days will be given to minimize dislocation of staff. The employer will respond in writing within seven (7) calendar days of the request. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld.
- (b) Any employee who has been granted leave of absence and who over stays such leave by more than three (3) days, unless permission is obtained or a satisfactory explanation is

provided, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

- (c) When an employee is away on unpaid leave of absence there shall be no seniority or benefits accruing except those employees on WCB, sick, LTD, maternity, parental and adoption.

7.02 Unpaid Leave - Union Business

- (a) Short-term leave of absence without pay to a maximum of fourteen (14) days at one (1) time shall be granted to employees designated by the Union to transact Union business, including conventions and conferences unless this would unduly interrupt the operations 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 Union. 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. Such permission shall not be unreasonably withheld.
- (b) 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 and shall apply to such provisions as annual vacations, increments and promotions.
- (c) 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.

- (d) The foregoing provisions shall not limit the provisions of Article 4.03.
- (e) 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. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f) (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such executive.
(ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

7.03 Union Bargaining Committee

A Union Bargaining Committee shall consist of two (2) representatives of the bargaining unit.

Leave of absence to attend negotiation sessions shall be administered in accordance with Article 7.02 (Unpaid Leave - Union Business).

7.04 Unpaid Leave - Public Office

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

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

7.05 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 alternately step parent or foster parent), spouse, common-law spouse, child (including stillborn child and miscarriage), and stepchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, brother-in-law, sister-in law, grandparent, grandchild, legal guardian and ward. The Employer may reasonably request confirmation that the employee’s relationship to the deceased is consistent with this Article.

7.06 Special Leave

Special leave without pay may be used for the following purposes:

- (a) Attendance at formal hearing to become a Canadian citizen -- one (1) day;
- (b) Paternity leave – up to five (5) days;
- (c) Serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee’s home other than the employee can provide for the care of the ill immediate family member, up to six (6) days leave per calendar year. An employee may be required to substantiate the emergency, provided such request is reasonable.

7.07 Family Responsibility Leave

Employees are entitled to unpaid leave to attend to the care, health or education of a child or a dependent in the employee’s care, or to the care or health of any other member of the employee’s immediate family. Immediate family for this article means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee’s family.

7.08 Educational Leave

(a) 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 employee take a designated courses and/or examinations. The costs 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.

The parties recognize the value of in-service seminars and of encouraging employees to participate in them.

Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

(b) Employee Requested Unpaid Leave

An employee may request and unpaid leave of absence of up to six (6) months to take educational courses relating to the delivery of health care, subject to the following provisions:

- (i) 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.
- (ii) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (iii) Notices granting such requests shall be given by the Employer in writing.
- (iv) The Employer will work with the Union for Care aides to utilize the bridging program to become an LPN and for LPN’s to become RN’s.

(c) Employee Requested Paid Leave

- (i) Employer shall pay the cost of tuition, registration and course required materials to a maximum of \$6,000 per employee upon proof of the employee’s successful completion of the Employer approved educational program. Such approval will be at the Employers option only. Denial will be based on bona fide business reasons.
- (ii) Employees compensated in accordance with (i) must work for the employer for a period of two times the leave granted. If the employee works less than two times the leave granted, that employee will repay to the employer a pro-rated amount of the sum in (i) supplied by the Employer. The Employer may deduct from the last pay cheque of the employee any sum of monies owed to the Employer for the proration.
- (iii) Employees successfully completing training shall retain their relative position on the seniority list as of the commencement date of their Leave Of Absence.
- (iv) The period in school does not count towards hours for benefit reimbursement.
- (v) The employee returning to the worksite after such program outlined in 7.08 c (i) shall be able to return to her regular position or a casual position. (Intent: this will increase work opportunities in the classification of the newly acquired education).

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01 Continuous Operation

The workweek shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

8.02 Hours of Work

The employer will establish and manage the work schedule to best provide for the needs of residents. The daily hours will be up to 7.5 hours per day and up to an average of a 37.5-hour week.

8.03 Scheduling Provisions

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days of an employee as much notice as possible will be provided
- (b) There shall be a minimum of eight (8) consecutive hours off-duty between the completion of one (1) work shift and the commencement of the next.
- (c) When it is not possible to schedule eight (8) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of eight (8) consecutive hours shall be paid at overtime rates, in accordance with Article 8.06(a)(i).
- (d) If a written request for a change in starting time is made by an employee which would not allow eight (8) consecutive hours off-duty between the completion of one (1) work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of Article 8.03 shall be waived for all employees affected by the granting of such a request.
- (e) Regular employees may exchange shifts with the approval of the Employer provided that forty-eight (48) hours advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) Regular full-time employees shall not be required to work three (3) different shifts (i.e., day shift, evening shift and night shift) during any six (6) consecutive day period posted in their work schedules.
- (g) Regular employees, based on seniority, shall be offered all available shifts prior to casuals. This includes shifts in another classification and may include shifts on days already scheduled up to the overtime rates being applicable.
- (h) **Rolling 8’s**
To ensure staff working have enough days off the principal of the rolling eights will determine when over-time is applicable.

After 6 consecutive shifts, the Employee will have two consecutive days off. If no consecutive two days off occurs, then all time following, until two consecutive days off occur, will be paid at the applicable overtime rates. The six-shift count commences after any set of two days off.

8.04 Shift Premiums

- (a) Employees working the night shift shall be paid a shift differential of fifty cents (\$0.50) per hour for the entire shift worked effective January 21, 2012. Upon 65% occupancy of the Florentine, the night shift premium will increase to one dollar and fifteen cents (\$1.15) per hour for the entire shift worked.
- (b) Employees working the evening shift shall be paid a shift differential of twenty cents (\$0.20) per hour for the entire shift worked.
- (c) Employees working the evening shift shall be paid a shift differential of fifty cents (\$0.50) per hour for the entire shift worked upon 65% occupancy of the Florentine.
- (d) In this section “evening shift” means any shift in which the employee works a continuous shift between 3:00 p.m. (1500 hrs) and 11:00 p.m. (2300 hrs); “night shift” means any shift in which the employee works a continuous shift between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).

8.05 Overtime

Definition of Overtime

- (a) “**Overtime**” means work performed by an employee in excess of the hours outlined in Article 8.02.
- (b) “**Straight time rate**” means the hourly rate of remuneration.
- (c) “**Time and one-half**” means one and one-half times the straight time rate.
- (d) “**Double-time**” means employees will be paid at two times (2x) their regular hourly rate.

8.06 Overtime Compensation

- (a) Employees requested to work in excess of the normal daily full

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shift hours as outlined in Article 8.02, or who are requested to work on their scheduled off-duty days, shall be paid:

- (i) The rate of time and one-half (1½) of their basic hourly rate of pay for the first (1st) three (3), and double time (2x) thereafter;
 - (ii) The rate of time and one-half (1½) of their basic hourly rate of pay for all hours worked on a scheduled day off.
- (b) Employees required to work on a scheduled day off shall receive the overtime rate of time and one-half (1½), but shall not have the day off rescheduled.
- (c) Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in (e) below.
- (d) At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within sixty (60) calendar days of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the sixty (60) calendar day period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.
- (e) 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.
- (f) A regular employee working less than the normal hours per day of a full-time employee and who is requested to work

longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

- (g) A regular and casual employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of normal work days in the work week of a full-time employee.

If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift. In which the eight (8) hours off fall short, i.e. if only seven (7) hours time off were provided between shifts, the first one (1) hour worked on the next regular shift would be overtime.

- (h) An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift.

(i) Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Director of Care/Person In Charge.

8.07 Call-back

Employees called back to work on their regular time off, in excess of an seven and one half (7.5) hour day or thirty seven and one half (37.5) hour week except if they have not worked a thirty seven and one half (37.5) hour week, shall receive a minimum of two (2) hours’ overtime pay at the applicable rate, or shall be paid at the

applicable overtime rate for the time worked, whichever is greater.

8.08 Call-In - Statutory Requirement

Any employee (except those covered by Article 8.06) reporting for work at the call of the Employer, shall be paid his/her regular rate of pay for the entire period spent at the Employer’s place of Business, with a minimum of two (2) hours’ pay at his/her regular rate of pay if he/she does not commence work and a minimum of four (4) hours’ pay at his/her regular rate if he/she commences work.

8.09 On-Call Differential

Should the Employer require an Assisted Living Worker or LPN to provide on-call services during the night (11:00 p.m. – 7:00 a.m.) the Assisted Living Worker or LPN will be compensated with one (1) hour’s pay for every three (3) hours on-call.

Should the Assisted Living Worker or LPN on-call be called out to work during the night (11:00 p.m. – 7:00 a.m.) he/she shall be paid at time and one-half of his/her regular pay for each hour (or portion) worked.

ARTICLE 9 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

9.01 Statutory Holidays

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

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

Employees shall have the option of working up to two statutory holidays in exchange for up to two paid days off to observe as

religious/cultural holidays. Employees shall give one month's notice of such requests.

9.02 Holidays Coinciding With a Day Vacation

Where an employee is on vacation leave with pay and a paid statutory holiday falls within the same period, the paid statutory holiday shall not count as a day of vacation.

9.03 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shall have at least Christmas Day or the following New Year's Day off, based on seniority, staffing requirements and the holiday shifts worked the previous year. Employees shall indicate their preference in writing on or before November 15th of each year.

9.04 Employees who are required to work on a scheduled statutory holiday and are given less than seven (7) calendar days' advance notice of this requirement will receive pay at the rate of time and one-half (1½) for the time worked, and will have such statutory holiday rescheduled in addition to such overtime pay.

The employer will not be capricious, arbitrary or discriminatory against regular employees by denying them the right to work on a statutory holiday.

9.05 Statutory Holiday Pay

The premium for working on a regularly scheduled statutory holiday shall be at the rate of time and one-half. Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee in accordance with article 9.01.

9.06 Regular employees not working full time hours will receive their proportional statutory holiday entitlement on the basis of time off or pay in lieu based on 4.6% of earnings on each cheque, at the Employer's option.

9.07 Vacation

The employer must give an employee an annual vacation of:

- (a) At least 2 weeks, after 12 consecutive months of employment,
or
- (b) At least 3 weeks, after 5 consecutive years of employment

An employer must ensure an employee takes an annual vacation within 12 months after completing the year of employment entitling the employee to the vacation.

An employer must allow an employee who is entitled to an annual vacation to take it in periods of one or more weeks.

An annual vacation is exclusive of statutory holidays that an employee is entitled to.

Vacation Pay:

An employer must pay an employee the following amount of vacation pay:

- (a) After 5 calendar days of employment, at least 4% of the employee’s total wages during the year of employment entitling the employee to the vacation pay;
- (b) After 5 consecutive years of employment, at least 6% of the employee’s total wages during the year of employment entitling the employee to the vacation pay.

Vacation pay must be paid to an employee on the employee’s scheduled payday.

Any vacation pay an employee is entitled to when the employment terminates must be paid to the employee at the time set by section 18 of the *Employments Standards Act* for paying wages.

9.08 Vacation Earnings for Partial Year

- (a) Where employment is terminated, employees shall be granted

earned and unused vacation pay calculated on a proportionate basis. Any vacation owing at time resignation will be paid out and shall not be taken as time in lieu of notice.

- (b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee’s final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.
- (c) An employee whose employment ceases before he/she has completed five (5) working days of employment in not entitled to annual vacation pay.

9.09 Vacation Carryover

An employee may carry over up to five (5) days’ vacation leave per vacation per year for two (2) consecutive vacation years, up to maximum of ten (10) days which must be taken not later than the third consecutive vacation year. Failure by an employee to take his/her carried over vacation time, plus vacation time earned in the third consecutive year, will result in a full pay settlement to the employee within the last payroll of the vacation year, at the employee’s vacation entitlement. Employees planning to carry over vacation leave credits shall notify their departmental supervisor, in writing, by March 15th of each vacation year.

9.10 Call-back from Vacation

Employees will not be called back from vacation.

9.11 Vacation Scheduling

Subject to operational requirements, rescheduling of vacation shall be in accordance with seniority as per Article 6 within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

No employee shall be entitled to more than four (4) vacation periods, per vacation year unless mutually agreed. All earned vacation time shall be taken, inclusive of Article 9.09 as time off.

9.12 Vacation Schedules

(a) Employees shall submit their vacation requests to their supervisor on or before March 31st. These requests will be approved and posted by April 15th.

Requests for vacation time between January 1 and April 15th will be responded to within one week of the request being made.

(b) An employee who does not exercise his/her seniority rights by the cut-off date stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority. The requests submitted but not exercised by the deadline in (a) will be responded to within 2 weeks of the application date.

(c) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

9.13 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon an employee’s death, to the employee’s estate.

ARTICLE 10 - CONDITIONS OF EMPLOYMENT

10.01 Vaccination and Inoculation

Any employee refusing, without sufficient grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required will be sent home. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the

Employer's expense and on the Employer's time, provided time spent is reasonable.

The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service programs for employees and, in consultation with the Medical Health Officer, the provision of Hepatitis B vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.

10.02 Employer's Notice of Termination

The Employer shall give all regular employees twenty-eight (28) calendar days' notice in writing or normal pay for that period in lieu of notice, where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

10.03 Employment Abandoned

Any employee who fails to report for work and does not notify his/her person in charge within three (3) workdays, and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

ARTICLE 11 - GENERAL PROVISIONS

11.01 Uniforms

(a) Uniforms and Protective Equipment

If an employer requires an employee to wear a uniform or special clothing, the employer must provide, clean and maintain it at no cost to the employee.

Special clothing is clothing that is easily identified with the employer; for example, clothing with a company logo or

unique company colours.

A dress code (no jeans, no cut-offs, dark clothing, business casual) is not a uniform.

If an employee is required to clean and maintain such uniform or special clothing, the employer shall reimburse any related costs.

The employer will supply suitable protective equipment to employees required by the employer to wear same.

11.02 Employer Property and Personal Property Damage

(a) Employer Property

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.

(b) Personal Property Damage

Upon submission of reasonable proof, where an employee’s personal belongings, clothing and needed tools of trade are damaged by a person in the care or custody of the Employer, the Employer shall pay to repair or indemnify the employee provided such personal possessions are of a type suitable for use while on duty.

(c) 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.

(d) Tools

The Employer, where currently supplying tools to employees, shall continue to supply tools to employees. The Employer shall supply tools to employees upon the requirement of the Employer that the employees provide tools calibrated to the metric scale. 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.

11.03 Badges, Insignia and Union Shop Cards

A Union member shall have the right to wear Union pins or badges displaying the recognized insignia of the Union.

11.04 Sick Leave

- (a) Regular employees who have completed their probationary period will be entitled to up to three (3) paid sick days per calendar year.
- (b) The employee shall advise the Manager or designated person in charge as soon as possible of her/his inability to report to work because of illness or injury, the nature of the illness or injury, and the probable date of her/his return to work.
- (c) Employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal.

Employees who have been absent for an extended period of time, greater than two (2) weeks, must provide sufficient notice to the Employer prior to their return to work, of at least twenty-four (24) hours.

It is a guide that longer notice is required for absenteeism in

excess of thirty (30) consecutive calendar days.

- (d) Sick leave pay shall be paid for the one (1) day or less not covered by the *Workers’ Compensation Act*.

Employees who are absent from work and in receipt of WCB wage loss replacement benefits shall be considered as being on Unpaid Leave of Absence, except that seniority and benefits shall continue to accrue.

The Employer will provide information to WCB within a maximum of five (5) days once they have been notified of a claim.

- (e) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

If the employee is not fit to return to work at the expiry of the unpaid leave of absence, the employee must apply for a further leave of absence and further leave of absence without pay shall be granted. 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.

Reasonable time off with pay may be granted for legitimate medical/dental appointments provided that:

- (i) A leave form is filled out with complete details of the appointment.
- (ii) The employee schedules appointment times which least conflict with his/ her shift.

11.05 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-five cents (\$0.55) per kilometre. Parking will be paid by the Employer.

Where an employee uses his /her own motor vehicle to conduct business at the request of the Employer, and to the extent that the Insurance Corporation Of BC insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee’s coverage from “to and from work” to “business use”.

11.06 Maternity, Parental and Adoption Leave

Maternity Leave

- (a) Pregnancy shall not constitute cause for dismissal.
- (b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- (d) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least ten (10) weeks prior to the expected date of birth.
- (e) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take an unpaid leave of absence.
- (f) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.
- (g) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. (Also see Article 11.06 Parental Leave)

Parental Leave

(a) Natural Mother

(i) Maternity Leave

Regular employee shall be granted fifty-two (52) weeks maternity leave of absence without pay. Such leave may commence eleven (11) weeks prior to the week in which her predicted week of confinement occurs or any time thereafter at the request of the employee. In no case shall an employee be required to return to work sooner than six (6) weeks following the birth or the termination of her pregnancy, unless a shorter time is requested by the employee and granted by the Employer.

(b) Parental Leave

Within the fifty-two (52) week leave period granted under 35.01(A), weeks eighteen (18) through fifty-two (52) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

(c) Special Circumstances

(i) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy is unable to return to work when her leave ends under (A) above. A request for special circumstances leave must, if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under this subsection.

(ii) If the new born child will be or is at least six months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken.

(iii) An employee's combined entitlement to leave under sub-sections (a), (b), and (c) of Article 11.06 is limited to sixty-three (63) weeks.

(d) Additional Leave

Any further leave granted beyond the allowable leave periods of Article 11.06(a), (b), or (c), will be unpaid leave without any benefits.

(e) An employee shall make every effort to give fourteen (14) days’ notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days’ notice of her intention to return to work prior to the termination of the leave of absence.

(f) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected date of confinement.

(g) The Employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for maternity reasons.

Natural Father

(a) Parental Leave

On four (4) weeks’ notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to thirty-seven (37) weeks parental leave without pay.

(b) Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances

If the new born child will be or is at least six months of age at the time the child comes under the care of the father and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum

combined parental leave and parental leave (special circumstances) of forty-two (42) weeks.

(c) Additional Leave

Any further leave granted beyond the normal thirty-seven (37) week period, or the forty-two (42) week period for special circumstances, will be unpaid leave without any benefits.

Adoptive Parents

(a) Adoption Leave

Upon request, a regular employee shall be granted thirty-seven (37) weeks adoption leave of absence without pay. The employee shall furnish proof of adoption. Where both parents are employees of the same Employer, the employees shall decide which of them will apply for adoption leave.

(b) Parental Leave

In the event both adoptive parents are employees of the same Employer, any adopting parent who did not apply for adoption leave of absence without pay may on four (4) week's notice and within fifty-two (52) weeks from the date of taking custody, apply for up to thirty-seven (37) weeks parental leave without pay.

(c) Parental Leave Beyond Thirty-Seven (37) Weeks - Special Circumstances

If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent and a medical practitioner or agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) forty-two (42) weeks.

11.07 Return to employment

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

11.08 Pay Days

Employees shall be paid on a biweekly pay period.

- (1) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the list of all adjustments including overtime and promotions and an itemization of all deductions.
- (2) When a payday falls on a non-banking day, the pay cheque shall be given prior to the established payday.
- (3) Wages will be paid through a system of direct deposit. All employees will be paid through this process and will be required to provide appropriate banking information.

11.09 Rest and Meal Periods

- (a) There shall be fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four (4) hours, will receive one (1) fifteen (15) minute paid rest period.
- (b) An unpaid meal period of one-half (½) 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 their lunch period at the applicable overtime rate.

11.10 Jury Duty

An employee, who is subpoenaed by the Crown for jury duty, or as a witness for the Crown, shall continue to receive his/her

regular pay and benefits.

The employee shall turn over to the Employer any monies he/she receives from the Court on the days he/she is normally scheduled to work, 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.

In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

ARTICLE 12 - HEALTH AND WELFARE BENEFIT PLANS

12.01 Health Care Plans

After one year of service, all regular employees working full-time hours are entitled to a flexible benefit plan of \$2000 per year. Regular employees working less than full-time hours are entitled to the same at a pro-rated amount based on the number of hours worked.

The regular employee chooses how they want their flexible plan distributed; options are Reimbursement from their Health Spending Account through CoRe Group Benefits (approved CRA Extended Health and Dental reimbursement provider) OR an RRSP contribution. An election form, indicating their choice, must be completed at the start of their regular status employment.

Once the Employee makes their first election, it will only be changed in future years if the Employee advises The Florentine prior to the start of their annual benefit entitlement date.

If the employee chooses to be reimbursed from the Health Spending Account (via CoRe Group Benefits for Extended Health & Dental) they would submit medical/dental receipts via the claim submission process. Claims will be processed in accordance with CRA rules for Health Spending Accounts (IT529, IT339R2,

IT85R2). There cannot be any cash payment made directly to an employee. As per CRA, health spending account credits are eligible in the year they are earned and can be carried over for one year. Unused credits will expire.

If the employee chooses to be paid to an Employee's RRSP, the Employer must receive the financial institution information. RRSP payment to employee's accounts will occur within the first 60 days of the annual benefit entitlement date allowing the employee to claim on appropriate tax year.

12.02 Employment Insurance Coverage

All employees affected by this Agreement shall be covered by the *Employment Insurance Act*, or succeeding Acts.

12.03 Change in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

12.04 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 Union shall print sufficient copies of the Agreement for distribution to employees on staff, and the Employer will share the cost of printing and distributing the Agreement.

12.05 Occupational Health and Safety

- (1) The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.
- (2) An established joint Occupational Health & Safety Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers' Compensation Act* (See Article 4.01).

- (3) The Employer and the Union will each appoint no more than two (2) persons to service on the Committee, unless otherwise mutually agreed.
- (4) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages (where applicable) while attending meetings of the Joint Committee.
- (5) 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.
- (6) 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 residents, aggressive behaviour 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.

(7) Aggressive Behaviour Management

In-service and/or instruction in caring for aggressive residents will be made available to employees. When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to those employees who may be required to care for that resident. The information will include specific instructions on the approach to take when providing care to that aggressive resident. Employees who encounter an unsafe situation involving an aggressive resident shall be entitled to seek assistance from any other available staff.

The parties recognize that it is important to provide an environment that is properly secure for all those who receive

care or work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and residents should expect to be treated in an environment where the risk of violence is minimized.

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. The program will include:

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

(8) 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.

(9) Date of Injury

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift at his/her regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

(10)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.

(11)Right to Refuse Unsafe Conditions

No employee shall be disciplined for refusal to work on a job which he/she believes is unsafe until after a Workers' Compensation Board Inspector rules it safe. If employees still refuse to work on the job they may be subject to discipline.

ARTICLE 13 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

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

ARTICLE 14 - VARIATIONS

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

ARTICLE 15 - CONTRACTING OUT

The Employer agrees not to contract out any of the Employer’s work presently performed by employees covered by this agreement, which would result in the laying off of such employees.”

ARTICLE 16 - SAVINGS CLAUSE

In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective

Agreement.

- (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 5 of the Collective Agreement.

ARTICLE 17 - PROFESSIONAL RESPONSIBILITY

17.01 Employee Concerns

In the interest of resident safety and safe nursing 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

17.02 Discussion with Executive Director/Director of Care

The employee with a concern will discuss the matter with the Executive Director/Director of Care with the objective of resolving the concern. At her request the employee may be accompanied by a steward.

17.03 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 Director of Care. 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.

17.04 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.

17.05 Matter May be Grieved

If the concern is not resolved to the employee’s satisfaction she may request the issue be heard by a Troubleshooter or may file a grievance in accordance with Article 4.04 of this agreement.

ARTICLE 18 - EFFECTIVE AND TERMINATING DATES

18.01

(a) This Agreement shall be effective from August 1, 2018 and shall remain in force and be binding upon the parties until July 31, 2021 and from year to year thereafter until such time as a new Collective Agreement comes into effect. Written notice to bargain may be served by either party during the month of April 2021.

If a notice is not given under the above paragraph by either party 90 days or more before the expiry of the agreement, both parties shall be deemed to have given notice to bargain 90 days before the expiry.

- (b) Any change deemed necessary in this Agreement may be made by mutual agreement of the parties at any time during the life of this Agreement.
- (c) It is agreed that the operation of Subsection 2 of Section 50 of the *Labour Relations Code* of B.C. is excluded from this Agreement.

(d) Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement until such time as either party discontinues negotiations after the completion of the term of this Agreement.

During the term of this Collective Agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.

(e) Effective Date of Agreement

Unless otherwise specified, any revisions to the expired collective agreement will be effective from the date of ratification by the Employer and the Unions.

ARTICLE 19 - SUPERIOR BENEFITS OR VARIATIONS

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 20 – ELECTION DAY

Employees who are entitled to vote will be entitled to the following consecutive hours to cast their vote on Election Day, between the hours of the opening and closing of the poll.

Provincial elections – 4 consecutive hours;

Federal elections and Municipal elections – 3 consecutive hours

For example, during a provincial election, if you live in a riding where voting hours are 9:30 a.m. to 9:30 p.m. and your shift starts at 11:00 a.m. to 6:30 p.m. your hours of work will not allow 4 consecutive hours for voting. To give you four consecutive hours to vote, the employer will allow you to arrive late (at 1:30 p.m.) or let you leave early (at 5:30 p.m.). The employer has the right to decide when the time off will be given.

In contrast, if your shift starts at 7:00 a.m. to 3:00 p.m., you would have 4 consecutive hours (after 3:00 p.m.) to cast your vote and no time off would be granted.

ADDENDUM #1

Re: Wage Schedule

DESCRIPTION	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021
KITCHEN SERVER	\$14.21	\$14.96	\$15.56
KITCHEN AIDE	\$15.03	\$15.78	\$16.28
SOUS CHEF	\$19.37	\$20.12	\$20.62
HOUSEKEEPING	\$14.21	\$14.96	\$16.00
BUILDING MAINTENANCE TECH	\$27.16	\$27.91	\$28.41
LICENSED PRACTICAL NURSE	\$27.00	\$27.25	\$27.50
RCA/ASSISTED LIVING WORKER	\$17.66	\$18.41	\$19.16
ACTIVITY AIDE	\$15.87	\$16.62	\$17.12
ACTIVITY COORDINATOR	\$16.66	\$17.41	\$17.91

ADDENDUM #2

Re: Casual Employees

1. A casual employee is one who works less than full-time hours and is responsible for being ready, willing and able to provide coverage for regular employees, working staggered, alternating and incomplete shifts within the facility’s 24/7-hour operation. Casual employees may also cover for:
 - (1) Vacation relief;
 - (2) Sick leave relief;
 - (3) Education relief;
 - (4) Maternity leave relief;
 - (5) Compassionate leave relief;
 - (6) Union business relief;
 - (7) Educational leave relief;
 - (8) Such other leave relief as is provided by the Collective Agreement;
 - (9) Temporary increases in workload

2. Casual employees shall be called to work in the order of their seniority. A casual employee who declines work or is unavailable to accept contact from the Employer for work without a bona fide reason will meet with the Union and the employer to discuss the bona fides.

A pattern of non-availability may lead to termination of employment.

The Employer and the Union will meet with casual employees within 60 days of ratification to explain the new casual language. A discussion will then occur with each casual employee regarding their availability and whether he/she still elects to be on the casual list.

Each casual employee will be notified by the Employer of this meeting via email. Only one alternative meeting date will be

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scheduled for those employees who cannot attend the original meeting. Any present casual employee, who does not attend the meeting, or alternate meeting, will be considered to have quit and will be removed from the casual list.

3. 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 6.16(a) of the Collective Agreement.
4. (a) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment, a casual employee shall be reverted to the casual list.
5. Casual employees are entitled to all benefits of the Collective Agreement except the following:
 - (1) Article 3 - Technological, Automation and Other Changes
 - (2) Article 6 – Seniority; Articles 6.01, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, and 6.10;
 - (3) Article 7 - Leave of Absence;
 - (4) Article 8 - Hours of Work and Overtime; Article 8.03
 - (5) Article 9 - Statutory Holidays and Annual Vacations; Article 9.03
 - (6) Article 11 – General Provisions; Article 11.04
 - (7) Article 12 – Health and Welfare Benefit Plan
6. Casual employees shall accumulate seniority on the basis of the number of hours worked.
7. The Employer shall maintain a master casual seniority list, which shall include all casual employees employed by the Employer listed in descending order of their seniority.

8. The manner in which casual employees shall be called to work shall be as follows:
- (a) The Employer shall call, by telephone, casual employees at a number provided by the employee. The number must be provided in writing, and be current, accurate and functional in providing direct contact to the employee. The Employer shall commence by calling the most senior qualified employee. Only one (1) call need be made to any one (1) casual 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, the next qualified person on the list shall be called. In the event of a call going to voice mail, the Employer will state the date and time of the call, and indicate that because there was no answer, the next qualified person on the list shall be called.
 - (b) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work, or fails to answer the telephone and the signature of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log book and shall be entitled to make copies.
 - (c) If the casual employee who is being called fails to answer or declines the invitation to work or is unable to work, the Employer shall then call the next most senior qualified employee and so on until a casual employee is found who is ready, willing and able to work.
 - (d) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.
 - (e) Casuals shall be given 48 hours notice of cancellation of shifts that are scheduled up to thirty (30) days in advance for medical reasons. Unscheduled shifts (i.e. call-ins) require notice as early as possible.

9. 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 six (6) months, 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.
10. For the purposes of scheduling work, the last published seniority list is used until the new list is created.
11. (1) Except for regular employees who transfer to casual status under Section 14, casual employees shall serve a probationary period of four hundred and fifty-five (455) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.
(2) 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 6.02 of the Collective Agreement but at no time will this period be longer than the full period of one probation.
(3) 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 6.02.
12. Casual employees shall receive four percent (4%) of their straight time pay in lieu of scheduled vacations and four point six percent (4.6%) in lieu of Statutory Holidays
13. 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 any benefits that may exist at the time.

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14. Regular employees who do not work full weekly hours will have the first right to access casual work that will result in full hours per week.
15. Casual employees move to the next increment if one exists after a year of service.
16. The parties have agreed that upon return to work from a WCB injury, casual employees will be installed back to his/her position on the posted seniority list at the time of the injury.

ADDENDUM #3

Re: Extended Hours for LPN’s

The Schedule:

The Employer will create a schedule that includes extended hour shifts. The extended hours can be an option if 90% of those working the extended hours vote in favour of it. The daily hours will be up to 11 hours per day exclusive of meal breaks and up to an average of 37.5 hours per week over the term of the rotation (i.e. 6 weeks or 8 weeks), and up to 1950 hours per years. There will be three rest breaks and two meal breaks provided for those working 11 hours shifts. These will be paid meal breaks if they are unable to leave the Complex Care floor.

Extended Hours Language Variations:

The base day for accruals will be 7.5 hours. The paid day off for statutory holiday’s lieu days will be 7.5 hours.

Employees working extended hour shifts will have the same equivalent time off but converted to hours (i.e. 10 paid vacation days x 7.5 hours = 75 hours of vacation time).

Overtime:

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

Part time and casual employees:

Part time and casual employees will be paid at the applicable overtime rate of pay once the daily work hours have been met and weekly overtime has been met. These employees will be paid straight time wages up to the point of daily and/or weekly overtime for the shift accepted and worked. For example, if the employee is offered and worked a 7.5 hours shift, then asked to stay longer, overtime will be applicable.

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Term:

Any changes to the regular schedule will be discussed with the employees and the HEU staff representative as per Article 8.03 (a) (i). In addition, employees will have bone fide input into any revised schedule.

INFORMATION BULLETIN

**Re: Compassionate Care Leave & Leave for Parents who
have critically ill or injured Children**

Compassionate Care Leave

An employee who requests leave for Compassionate Care Leave is entitled to up to eight (8) weeks of unpaid leave within a 26 week period to provide care or support to a gravely ill family member or other leave as per the Employment Insurance program

If an employee takes a leave under this section and the family member to whom subsection (b) 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 (b) above.

Leave for Parents who have critically ill or injured Children

Parents who have critically injured or ill children under the age of 18 are able to apply for (up to) 25 weeks of Employment Insurance benefits if the child required parental care while critically ill or injured. The employee must qualify for Employment Insurance rules as per the Act.

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**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Máire Kirwan
Coordinator of Private Sector



Frank Rizzardo



Morena Taylor
Negotiator



Corinna Francis



Cheryl Aikins
Bargaining Committee Member



DATE SIGNED



DATE SIGNED