

**COLLECTIVE AGREEMENT**

**PRO VITA CARE MANAGEMENT INC.  
CARLTON GARDENS  
(The “Company” or “Employer”)**

**AND**



**HOSPITAL EMPLOYEES' UNION  
(The “Union”)**

**August 30, 2016 – August 31, 2019**

Note: underlined text is new language for 2016-2019

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

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

**1.02** It is the mutual intent of the parties that all employees, managers and Union Representatives treat each other with dignity, respect, courtesy, and trust, and that these principles shall also apply in all dealings with residents, visitors, doctors, administrators, and non-bargaining unit employees.

The Employer and the Union share a commitment to provide high quality, therapeutic, accessible, affordable healthcare to the communities we serve. The Employer and Union further agree that they use their best efforts to provide the highest level of resident care and that they will work together to improve the lives of the people and communities they serve by respecting the inherent value and worth of each person; working together with people who support common values and visions to achieve shared goals; acting in ways that demonstrate compassion and promote respect for all persons and each other; cultivating the resources entrusted to promote healing and wholeness; and exceeding expectations through teamwork and innovation.

The Parties recognize that the business in which the Employer is engaged is highly competitive and that it is to their mutual advantage for the Employer to maintain an efficient, cost effective, continuous operation and improve itself in a highly competitive market. The parties also recognizes that it is essential to ensure a high level of resident service and to maintain the flexibility necessary to meet resident needs without interruption or interference with work.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

**2.01** The Employer recognizes the Union as the sole bargaining

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

**2.02** Persons not in the bargaining unit, including employees, may perform any work assigned to them whether performed by bargaining unit members or otherwise. It is not the intent of this provision that layoffs of bargaining unit members would occur as a result of such assignment, or that such work would be regularly assigned to non-bargaining unit persons, unless such work was not exclusive to the bargaining unit prior to the application of this Collective Agreement.

### **ARTICLE 3 - DEFINITIONS**

**3.01** A regular full-time employee is one who works full-time on a regular scheduled basis for thirty- five (35) hours per week or more.

An employee who works 7.5 hours per day on a “4 on and 2 off” schedule on a regular basis shall be considered to be a regular full time employee.

**3.02** A regular part-time employee is one who works less than full time on a regular scheduled basis.

**3.03** A casual employee is one who is not regularly scheduled to work other than as described in Article 34.01 (a).

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

Subject to the provisions of this Agreement, the Union acknowledges that the Employer has and retains the exclusive right and responsibility to manage its facilities as it sees fit, including but not limited to the following:

(a) To hire employees and to direct the working forces, including

the right to decide the number of employees needed by the employer or required for any task, to organize and assign the work, to schedule shifts, to maintain order, discipline and efficiency of all operations.

- (b) To discipline or discharge employees for proper cause and to retire employees at their normal retirement age.
- (c) The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

## **ARTICLE 5 - DEDUCTION OF UNION DUES**

**5.01** The Employer agrees to the deduction of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues for all employees after the date of ratification of this collective agreement. The Union shall provide the Employer with the appropriate dues deduction authorization forms for all employees on staff on the date of ratification.

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

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

**5.04** The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada for income tax

purposes which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be mailed or delivered to employees prior to March 1<sup>st</sup> of the year following each taxation year.

**5.05** Twice every calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Senior Union Official of the Union, a list of all employees in the bargaining unit, their job titles, status, seniority, wage rates, benefit status, addresses and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed-upon fashion to memberupdates@heu.org.

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

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

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

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

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

## **ARTICLE 6 - UNION REPRESENTATION**

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

- (a) Shop Stewards may be appointed by the Union to a maximum of three (3) plus one (1) alternate Shop Steward for the Bargaining Unit as a whole.
- (b) The Employer is to be kept advised of all Shop Steward appointments.
- (c) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (d) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the Employer's operation, then no more than one (1) Shop Steward or Union Committee member shall be given leave of absence to transact Union business at any one time.
- (e) When a Shop Steward or Union Committee member is the only employee on duty in a work area and where his/her absence would unduly interfere with the Employer's operation, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

**6.02** No Shop Steward, Union Committee member, or employee shall leave his/her work without obtaining the permission of his/her immediate supervisor. The employer shall be advised of the approximate duration of absence and notified upon return to duties. The Employer agrees that permission will not be unreasonably denied. At no time shall a Shop Steward or Union committee Member interrupt an employee while such employee is carrying out his duties.

### **6.03 Bargaining Committee**

A negotiation committee of no more than three employees and two alternates may be selected by the Union.

**6.04** The Union and/or the employees covered by this

Agreement will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the written permission of the Company. The employer agrees that permission will not be unreasonably denied.

### **6.05 Union Representative Visits**

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

### **6.06 Union Bulletin Board**

A reasonable portion of the Employer's current bulletin board will be allocated to the Union for the posting of Employer/Union business only.

## **ARTICLE 7 - NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 8 - JOINT CONSULTATION COMMITTEE**

**8.01** On the request of either party, the parties must meet at least once every three months, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by the Agreement.

**8.02** The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to foster the development of work related skills, to promote workplace productivity, and to identify opportunities to improve patient care.

**8.03** Up to two (2) employees who are members of the joint

consultation committee shall be granted leave without loss of pay or receive straight time regular while attending meetings of the committee.

Pay for such meetings will be limited to a maximum of two (2) hours.

For clarity, employees attending such meetings will not receive overtime wages.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

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

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

The purpose of this Article is to provide the sole method for the settlement of a grievance alleging the violation of a specific provision of this Agreement. The Employer and the Union recognize that the goal of this grievance procedure is to attempt to resolve a grievance at the earliest possible opportunity with the least amount of time and resources.

Such a grievance shall be presented and processed in accordance with the steps, time limits and conditions set forth herein. All of the time limits set forth may be extended by mutual written agreement.

### **Step (1)**

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with his/her immediate supervisor or department

head within seven (7) calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then:

**Step (2)**

The grievance shall be reduced to writing within a further seven (7) calendar days by:

- a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- b) stating the article of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- c) the grievance shall be signed by the employee and a Shop Steward or Union Committee member;
- d) the supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- e) within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give his/her written reply. If the grievance is not settled at this step, then;

**Step (3)**

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

**9.02 Union Representation**

No Shop Steward, Union Committee member, or employee shall leave his/her work without obtaining the permission of his/her

immediate supervisor. The employer shall be advised of the approximate duration of absence and notified upon return to duties. The employer agrees that permission will not be unreasonably denied. Employee-Shop Steward or Union Committee member discussions shall take place where residents are not affected.

### **9.03 Grievance Investigations**

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

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

### **9.04 Policy Grievance**

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

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

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

Unless circumstances warrant a more significant disciplinary response, the Employer will adhere to the practice of progressive discipline consistent with Pro Vita policy and the *BC Labour Relations Code*.

Any verbal or written warnings (except final written warnings) shall be removed from the employees file after the expiration of twenty four (24) months from the date it was issued provided there has not been a further infraction.

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

### **9.07 Right to Have Steward Present**

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

Where a member of management intends to interview an employee for disciplinary purposes, the member of management must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact his/her Shop Steward, providing that this does not result in an undue delay of the appropriate action being taken.

### **9.08 Right to Grieve Disciplinary Action**

Employees shall have the right to grieve written censures or warnings, and adverse employee appraisals. 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.

## **ARTICLE 10 - ARBITRATION**

**10.01** Where a difference arises between the parties relating to the interpretation application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the grievance procedure, notify the other in writing of his desire to submit the grievance to arbitration. The parties will make every effort to deliver the notice to the other party within twenty-one (21) days of the reply under Step 3.

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

1. Chris Sullivan
2. Irene Holden
3. Elaine Doyle
4. Julie Nichols
5. Brian Foley

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

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

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

## **ARTICLE 11 - HOURS OF WORK**

**11.01** It is understood and agreed that the provisions of this

Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, number of days of work per week nor as a guarantee of work schedules.

The workweek shall provide for continuous operation Sunday through Saturday.

The hours of work per day for each regular full-time employee covered by this agreement shall be seven and one-half (7.5) hours per day, exclusive of meal breaks.

Where the Employer intends to introduce a work schedule that differs from the current work schedule, it will first consult with the employees at the local level and with the HEU Servicing Representative prior to implementing the new schedule.

**11.02** The Employer shall post the work schedule at least fourteen (14) calendar days in advance of its effective date.

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

**11.04** An unpaid meal period of one half (1/2) hour will be scheduled as close as possible to the middle of each shift of five (5) paid hours or more and shall be taken away from the work area.

Employees required by the employer to work during their scheduled lunch break because of an emergency will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for the meal break at straight time rates.

**11.05** Employees are entitled to the following rest and meal breaks:

<b>Paid Hours</b>	<b>Meal Break</b>	<b>Rest Break</b>
5 or less	None	1 paid 15 minute
More than 5 but less than 7.5	One half hour unpaid	1 paid 15 minute
7.5 hours minutes	One half hour unpaid	2 paid 15

**11.06** When operational requirements permit, a regular employee may exchange shifts with another regular employee provided prior approval is received from the department manager, and the exchange does not result in an entitlement for premium pay. Shift exchanges between employees working different schedules (i.e. 5 hour shifts vs. 7.5 hour shifts) will be permitted, provided the exchange does not result in an entitlement for premium pay. A form must be completed and signed by the exchanging parties seven (7) days prior to the date of the exchange, unless the department manager approves an exchange in less than seven (7) days. Employees are solely responsible for working the shift they sign for in the voluntary shift exchange agreement.

## **ARTICLE 12 - OVERTIME**

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

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

**12.02** Overtime shall be at the rate of time and a half for all hours worked beyond eight (8) hours in a day, and double time for hours

worked beyond eleven (11) in a day.

Calculation of daily overtime entitlement is separate from weekly overtime entitlement.

An employee who has not had thirty-two (32) consecutive hours free from work in a seven (7) day period shall be paid overtime in accordance with Section 36 of the *Employment Standards Act*.

**12.03 Overtime hours shall be assigned in order of seniority as follows:**

1. Regular full-time and part-time employees;
2. Casual employees.

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

The Employer will not be required to call in an employee when the anticipated overtime can be complete in three (3) hours or less and there are employees already working who are willing to work the overtime. Such hours will be assigned by seniority where more than one (1) employee volunteers for the overtime offer.

## **ARTICLE 13 - STATUTORY HOLIDAYS**

**13.01** Employees will be entitled to ten (10) 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
Victoria Day	Canada Day	B.C. Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day		

### **Statutory Holiday Pay**

Employees who qualify for statutory holiday pay shall be paid an

average day's pay, based on the following: Amount paid/days worked.

Amount paid is the amount earned by the employee for work done during the thirty (30) calendar day period preceding the statutory holiday, including vacation pay but excluding overtime pay.

Days worked is the number of days the employee worked or earned wages during that thirty (30) calendar day period.

Casual employees who have not completed thirty (30) days service shall be eligible for a statutory holiday provided they have worked on fifteen (15) days prior to the statutory holiday.

### **13.02 Statutory Holiday Pay**

Employees who qualify for statutory holiday pay shall be paid an average day's pay, based on the following: amount paid/days worked.

Amount paid: is the amount earned by the employee for work done during the thirty (30) calendar day period preceding the statutory holiday, including vacation pay but excluding overtime pay.

Days worked: is the number of days the employee worked or earned wages during that thirty (30) calendar day period.

Casual employees who have not completed thirty (30) days service shall be eligible for a statutory holiday provided they have worked on fifteen (15) days prior to the statutory holiday.

**13.03** Employees who qualify for statutory holiday pay under Article 13.01 shall not receive statutory holiday pay if:

- (a) they are scheduled to work the statutory holiday and fail to do so, or
- (b) they fail to work their scheduled workday immediately

preceding and following the statutory holiday(s), unless such absence has been approved in advance by the Company.

**13.04** Employees who are required to work on a statutory holiday shall be paid at the rate of time and one half (1.5X) in addition to any statutory holiday pay owing.

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

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

## **ARTICLE 14 – ANNUAL VACATION**

**14.01** Employees with less than one (1) year of service shall be entitled to four percent (4%) vacation pay if they leave the service of the employer prior to their first anniversary.

**14.02** Employees will be entitled to the following vacation and vacation pay:

- (i) those with one (1) or more years of continuous service shall have earned three (3) weeks' vacation at 6% vacation pay, based on gross earnings from the previous year.
- (ii) employees with ten (10) or more years of continuous service shall have earned four (4) weeks' vacation at 8% vacation pay, based on gross earnings from the previous year.

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

Vacations requests must be submitted prior to March 31st to be scheduled for the entire calendar year. Vacation time may be divided into blocks of one to two weeks in duration.

Scheduling of vacation shall be in accordance with seniority within a classification. 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. Remaining vacation periods will be scheduled in a fair and equitable manner amongst employees within a classification. The approved vacation schedule will be posted at the worksite on or before May 1 in each year.

Employees will be limited to booking a maximum of two (2) consecutive weeks of vacation during prime vacation period (June 15 – September 15; and December 15 – January 5), unless further consecutive weeks would not interfere with the vacation preferences of less senior employees. The Employer will make every effort to accommodate requests for vacation of more than two (2) consecutive weeks outside of prime vacation periods.

Employees failing to exercise their right to request vacation within the vacation selection time posted by the Employer will forfeit their seniority rights with respect to choice of vacation time. In such cases, the employer reserves the right to schedule vacation time for the employee.

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

**14.04 Employees are expected to schedule vacation leave in blocks of one or more full weeks. However, requests for vacation leave of less than one (1) week will be considered where valid reasons exist. Such requests will not be unreasonably denied.**

**14.05** Vacation pay to which an employee is entitled shall be paid to the employee at least one (1) calendar day before the beginning

of his or her vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice. The amount of his or her vacation pay shall be based on the number of workdays of planned absence due to vacation for each vacation period.

## **ARTICLE 15 - PROBATIONARY EMPLOYEES**

**15.01** For the first three (3) calendar months of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) month provided written reasons are given for requesting such extension.

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

## **ARTICLE 16 – SENIORITY**

**16.01** Seniority is defined as the employee's hours worked since the employee's most recent date of hire. Effective January 1, 2009, seniority can only be accumulated to a maximum of 1950 hours per year.

**16.02** An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall continue to accumulate seniority.

**16.03** The seniority of an employee shall be lost and employment automatically terminated for any of the following reasons:

- (a) The employee quits;
- (b) The employee retires;
- (c) The employee is discharged for just cause and is not reinstated;

- (d) The employee is absent from work without permission for more than three (3) consecutive working days or more unless an explanation satisfactory to the Company is given by the employee for both the absence and the failure to request permission;
- (e) If the employee overstays a vacation or leave of absence without securing a written extension of such leave of absence or vacation from the appropriate Director, unless an explanation satisfactory to the Company is given by the employee for both the need for the extension and the failure to request same;
- (f) If the employee utilizes a leave of absence for purposes other than those for which it was granted;
- (g) If the employee fails to return to work without an acceptable reason immediately after the Company has been notified by a physician, an insurer or the Workers' Compensation Board that the employee is able to return to work;
- (h) If the employee is recalled to work and fails to return within four (4) days of being telephoned or having notice of recall delivered by registered mail to the employee's home address. Such mailing shall be to the last address of the employee that the Company has in its files for that employee and such mailing shall be deemed to have been received by the employee.

**16.04** The Company agrees to post seniority lists for bargaining unit employees every six (6) months. Employees who wish to question their seniority must do so within fifteen (15) days of such posting. If no challenge is made within thirty (30) days, the employee's seniority shall be deemed correct. A copy of the list will be sent to the local union office. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed upon fashion.

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

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

## **ARTICLE 17 - FILLING OF VACANCIES**

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

Vacancy means a position, which the employer requires to be filled, and, at the time of the commencement of the vacancy, is of a known duration of 60 calendar days or more.

In any event, a temporary position must be posted when it exceeds 60 calendar days.

**17.02** The successful candidate will be selected in accordance with the following criteria:

- (a) Evaluations
- (b) Past performance
- (c) Required qualifications

Where two or more employees are relatively equal for a position, seniority will be the deciding factor.

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

**17.04** The Employer reserves the right to determine if a vacancy exists and to reallocate lines to meet operational requirements. However, should the employer not fill a vacated position or reallocate existing positions, notice will be provided to the Union. Upon request the parties will meet to consider input and alternatives proposed by the Union and to discuss the effects of the employer's decision.

The Employer will make every effort to provide advance notice, where possible.

**17.05** A copy of all postings shall be sent to the Local of the Union within the aforementioned seven (7) calendar days.

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

## **ARTICLE 18 - JOB DESCRIPTIONS**

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

Job descriptions provided pursuant to this Article will set out the general duties of the position. Such descriptions are subject to change and do not limit the Employer's right to assign other duties to an employee, whether on a permanent or temporary basis. Prior to implementing any changes in existing job descriptions, the employer will provide advance notice to the Union. Upon request, the parties will meet to consider input and alternatives proposed by the Union.

**18.02** When the Employer establishes a new bargaining unit position, it shall provide the Union with a job description and the wage rate established by the Employer. Should the Union

disagree with the wage rate, the matter may be referred to arbitration.

## **ARTICLE 19 - TECHNOLOGICAL CHANGE**

Where the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, notice will be given in accordance with section 54 of the *Labour Relations Code*.

## **ARTICLE 20 - LAYOFFS AND RECALL**

### **20.01 Layoff**

A layoff shall be defined as a cessation of employment or the elimination of a job resulting from a reduction of the amount of work required to be done by the employer. A reduction of hours shall not be considered to be a layoff. However, a reduction in hours that exceeds twenty-five (25%) of an employee's scheduled hours may, at the employees option, trigger bumping rights as per Article 20.03.

**20.02** In the event of a layoff, employees shall be laid off by job category in reverse order of seniority.

### **20.03 Bumping Rights**

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

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

#### **20.04 Recall**

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

#### **20.05 Seniority Retention**

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

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

**20.06** Notice or pay in lieu thereof shall not apply where the employee loses employment pursuant to Article 16.03, where the termination is for non-culpable reasons or where the layoff or termination is beyond the control of the Employer.

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

## **ARTICLE 21 – BEREAVEMENT AND COMPASSIONATE CARE LEAVE**

### **21.01 Bereavement Leave**

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

An additional two (2) consecutive workdays without pay may be granted to employees who are required to travel in order to attend the funeral.

### **21.02 Compassionate Care Leave**

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

## **ARTICLE 22 - JURY DUTY**

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown (not being himself/herself a party to the proceeding) shall continue to receive his/her regular pay and benefits to maximum of twenty (20) working days, provided that the employee in question would normally have worked on the day(s) in question.

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

## **ARTICLE 23 - EDUCATION LEAVE**

### **23.01 Employer Requested Leave**

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

### **23.02 In-Service Education**

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

### **23.03 Education Leave**

Requests by employees for unpaid leave of absence for educational purposes shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least thirty (30) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing within fourteen (14) days of the request.

Any employee granted unpaid education leave will not continue to accumulate seniority while on leave, but shall return to her/his former job with any seniority accrued prior to the leave. Such leaves will not exceed twelve (12) months in any five (5) year period per employee. The employer may require proof of enrollment in a healthcare-related course prior to granting approval and proof of continued participation in the course throughout the leave.

## **ARTICLE 24 - PAID AND UNPAID LEAVES OF ABSENCE**

**24.01** Maternity, parental and adoption leave shall be granted in

accordance with the terms set out in the *Employment Standards Act*.

Maternity, parental and adoption leave rights provided for in the *Employment Standards Act* shall not be diminished by the collective agreement. Rights beyond those in the *Employment Standards Act* may be contained in the collective agreement.

Seniority will continue to accrue during maternity, parental or adoption leave, and benefits shall also be continued during such leave, provided that the employee continues to pay their share.

Medical complications of pregnancy shall be covered by available sick leave credits.

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

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

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

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

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

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

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

Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the Employer's operation. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of

absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave.

Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.

## **ARTICLE 25 - SICK LEAVE**

**25.01** Regular full-time and regular part time employees will receive sick pay of 2% of gross wages annually.

**25.02** Employees may elect to have unused sick pay paid out in January of each year, or may elect to carry forward unused sick pay. However, employees will not be permitted to accumulate more than the equivalent of one hundred (100) hours of sick pay in their bank. Any amount above that amount must be paid out in January of each year.

**25.03** In order to be entitled to pay for sick leave, employees must complete the appropriate form and have it authorized by their immediate supervisor. The Employer in its sole discretion may request satisfactory proof of illness. Failure to meet this requirement will result in the absence being treated as leave without pay. Any abuse of sick leave benefits is cause for discipline, up to and including discharge.

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

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

Benefit coverage will be continued for employees on unpaid sick

leave, provided the employee continues to pay their portion of the premium.

**25.05** Regular employees transferring to casual status are no longer entitled to sick leave benefits and will be paid out their banked sick leave credits. Employees will also be paid out their banked sick leave credits upon termination of employment.

## **ARTICLE 26 - SHIFT PREMIUM**

Employees working night shift shall be paid a shift differential of one dollar (\$1.00) per hour for the entire shift. Night shift shall be defined as any shift in which the major portion of the seven and one half (7 1/2) hour shift occurs between 12:00 midnight (24:00 hours) and 8:00 a.m. (0:800 hours).

## **ARTICLE 27 - HEALTH AND SAFETY**

**27.01** The Parties agree to co-operate in the promotion of safe work habits and safe working conditions, and to adhere to the provisions of the *Workers Compensation Act* and other applicable legislations.

The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The committee may be structured so as to include representatives from all Employers and their employees at the facility. The Union will elect or appoint its own representative to this committee.

**27.02** Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at

the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.

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

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

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

**27.06** When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to the employee.

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

shall be at the Employer's cost.

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

## **ARTICLE 28 – WAGES**

**28.01** Employees shall be compensated in accordance with the Wage Schedule attached to the Collective Agreement.

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

**28.03** The pay rate as agreed to and hereinafter in the schedule provided shall be in effect at the time of signing and during the term of the agreement.

**28.04** Employees shall be paid by direct deposit.

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

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

## **ARTICLE 29 - EMPLOYEE FILE**

**29.01** Upon request to their immediate supervisor, employees are entitled to read, review and be provided with one (1) copy of any document in their human resources file at a mutually agreed time.

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

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

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

## **ARTICLE 30 - BENEFITS**

**30.01** For the duration of the Agreement, the Employer shall continue to make available to eligible employees the benefits currently in effect or their equivalent in the event the Employer changes insurance carriers. The current benefit levels and premium payment arrangements for eligible employees will continue for the duration of the agreement. Employees scheduled twenty five (25) or more hours a week on a regular basis shall be eligible for those benefits as outlined in the Employer's benefit program.

Premiums for the Extended Health, Dental, Group Life and Long Term Disability Plans shall be as follows:

Employer share 75%.

Employee share 25%

Employees shall pay 70% Medical Services Plan premiums. Effective July 1, 2017, the Employer will pay 30% of the Plan premiums, for benefit-eligible employees, their spouses and eligible dependents.

### **30.02 Dental Plan**

Eligible employees shall be provided with:

#### **Reimbursement Levels**

- Basic Services 80% of Eligible Expenses
- Major Services 50% of Eligible Expenses
- Accidental Dental Injury 80% of Eligible Expenses
- Deductible NIL

#### **Annual Maximums**

- Accidental Dental Injury Treatment Unlimited
- All other treatment \$2,500 each calendar year

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

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

### **30.03 Extended Health Care Plan**

Eligible employees shall be provided with:

#### **Benefit Level**

- Eligible Prescription Drugs 80%
- Prescription Drug Card – The Employer will implement a prescription drug card upon ratification.
- All other In-Province Eligible Expenses 80%
- Out-of-Country Emergency 100%

#### **Deductible**

- Single \$25.00 each calendar year
- Family \$25.00 each calendar year

Lifetime Health Care Maximum Unlimited  
In Canada Prescription Drugs Covered

***Pro Vita Care Management Inc. (Carlton Gardens) / Hospital Employees' Union – August 30, 2016 to August 29, 2019***

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Hospital Room	Semi-Private
Private Duty Nursing	\$5,000 for a maximum of 12 months, per condition
Hearing Aids	\$300.00 every five years
Paramedical Practitioners	See Benefit Booklet
Surviving and Dependent Insurance	2 years
Conversion Privilege	See Benefit Booklet

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

Please refer to the Employee Benefit Booklet for specific details and conditions that may apply to the above noted benefit(s). In the event of any conflict between the descriptions above and the Benefit Booklet, the terms of the Benefit Booklet and insurance will govern.

### **30.04 Long Term Disability**

The Employer shall contract for a long term disability plan, as provided in the current LTD Employee Benefit Booklet. The long term disability plan shall cover post-probationary employees and provide such employees with two-thirds salary continuation in accordance with the plan.

### **30.05 Group Life Insurance**

The Employer shall contract for a group life insurance plan, as set out in the current Employee Benefit Booklet. The Group Life plan shall provide \$25,000 insurance coverage for post probationary employees until age sixty-five (65). Thereafter, the amount of coverage will decrease to \$13,000. Group insurance coverage ceases for all employees at age seventy (70). The plan shall include coverage for accidental death.

### **30.06 Disputes**

Any disputes regarding benefit eligibility or coverage shall be between the employee and the insurer. Disputes regarding

benefits eligibility or coverage shall not be subject to the grievance and arbitration procedure. The Employer's sole responsibility with respect to benefits is to make its premium payments.

## **ARTICLE 31 - EMPLOYER PROPERTY**

### **31.01 Return of Employer Property on Termination**

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

### **31.02 Employer to Repair or Indemnify**

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

### **31.03 Reimbursement of Legal Fees**

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

### **31.04 Tools**

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

## **ARTICLE 32 - PARKING AND TRANSPORTATION ALLOWANCE**

**32.01** The Employer will provide parking at no cost to employees,

subject to availability.

**32.02** An employee will not be required to use their own vehicle for the Employer's business.

## **ARTICLE 33 - 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 and the costs will be shared equally between the parties.

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

## **ARTICLE 34 - CASUAL ENTITLEMENTS**

### **34.01**

- (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, or for other intermittent, non-recurring work, provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position.
- (b) Casual employees shall be called in to work in the order of seniority subject to their availability. A separate seniority list will be established for the call-in of casual employees and part-time employees registering for casual work.
- (c) The probationary period for casual employees shall be forty-five (45) shifts worked.

### **34.02**

- (a) Part time employees may register for casual work. For the purpose of casual call-in, part time employees are not eligible for any casual shift hours that overlap with their regular shifts or which would result in daily or weekly overtime.

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

### **34.03**

- (a) Regular part time and casual employees shall submit in writing, by the first day of each month, their availability for the following month. The Employer shall only be obliged to call an employee for those days and shifts which the employee has identified as available. Casual employees who have not been available for work for three consecutive months may have their employment terminated.
- (b) All hours worked by part time regular employees accumulate for the purposes of sick leave and all benefits.
- (c) 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.

### **34.04 Call In**

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

- Subject to 34.04 (b) the Employer shall call by telephone only those employees designated as available for the shift or block of shifts being assigned.
- For each available shift or block of shifts, only one call need be made to any employee provided that the telephone is permitted to ring a minimum of four (4) times.
- In the event that a pager number is called or an answering machine is in place, a message will be left relaying the date, day, and time of the call and the next person on the list shall be called.
- If an employee fails to answer or declines the offer, the next person on the list shall be called.
- If an employee returns a call from a message left and the shift remains unfilled, the shift shall be offered to that employee.
- A record of calls will be maintained.

- The seniority list for call in shall be updated quarterly. Time accumulated in a current period shall not be reckoned until the next adjustment date. Within two (2) weeks of each adjustment date the Employer shall provide the Union a revised copy of the call in seniority list in an electronic format, such as Microsoft Excel, and it will be provided securely in an agreed upon fashion.
- Casual employees hired after a seniority adjustment date shall be added to the list in the order that they were hired.
- A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.

(b) Where the available block of shifts is anticipated to be a duration of thirty calendar days or more, but less than sixty (60) calendar days, the Employer will first offer the temporary vacancy to employees on the casual list on the basis of seniority without regard to their stipulated availability.

If the temporary vacancy is filled by a part time employee, the temporary vacancy created by the move of that part-time employee will be filled by a casual employee.

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

### **Hours of Work**

Article 11.03 shall not be applicable to casual employees or to casual shifts worked by regular part time employees.

### **Wages**

Casual employees shall be paid in accordance with the wage schedule. No current casual employee will have their wage reduced as a result of this Article.

### **Benefits**

Casual employees are not entitled to benefits.

### **Vacation Pay**

Casual employees will be entitled to vacation pay at the rate of six percent (6%) of gross pay to be paid out each payday.

### **Paid and Unpaid Leave**

Casual employees are not entitled to paid or unpaid leaves.

### **Layoff and Recall**

Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for 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.

Article 20 (Layoff and recall) shall not be applicable to casual employees.

## **ARTICLE 35- NO DISCRIMINATION**

### **35.01 No Discrimination**

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

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

### **35.02 Harassment**

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

### **35.03 Complaints Investigation**

Employees who complain of harassment under the provisions of the *Human Rights Code* shall be encouraged, but not required, to

first comply with the Employer's harassment policy procedures before filing a grievance or human rights complaint.

**35.04** The Employer, the employees and the Union agree that where there is a complaint under 35.01 or 35.02 above that could be adequately remedied in a single forum, no multiple forum complaints shall be filed.

## **ARTICLE 36 - EVALUATIONS**

### **36.01 Evaluation Reports**

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

## **ARTICLE 37 - MISCELLANEOUS**

### **37.01 Badges and Insignia**

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

### **37.02 Legal Picket Lines**

Refusal to cross a picket line that is legally established pursuant to the *Labour Relations Code* of BC shall not constitute cause for discipline or dismissal. An employee who refuses to cross a

legally established picket line shall be considered to be absent without pay.

## **ARTICLE 38 – CONTRACTING OUT**

### **38.01 Layoff of Employees**

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

### **38.02 Exceptions**

The Employer has the right to contract for services when:

- (a) The Employer does not have the equipment or facilities necessary to provide the required service, or
- (b) The Employer does not have employees who perform such work or are qualified in such work, or
- (c) An emergency exists.

## **ARTICLE 39 – WORKLOAD**

**39.01** It is the mutual intent of the parties to provide high quality, therapeutic, accessible, affordable healthcare to the Employer's clients. Further, it is the mutual intent of the parties to deliver this care in the safest possible manner for caregivers, residents, visitors, and other employees, whether or not they are members of the bargaining unit.

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

- a. Utilizing casual employees in accordance with the Collective Agreement
- b. Discussing and re-ordering duty priorities with the affected employee(s) and/or
- c. Reassigning work.

**39.03** An employee who believes their workload is unsafe or excessive shall discuss the issue with their immediate supervisor. Any issues arising from this language will be referred to the Joint Consultation Committee, but will not be subject to the Grievance Procedure.

## **ARTICLE 40 - VOLUNTEERS**

### **40.01**

- (a) It is agreed that Volunteers have a role in this retirement community and are an important link to the residents being served. It is understood that members of the immediate family of residents shall not be considered Volunteers for the purposes of this Article.
- (b) It is further agreed that Volunteers engaged by the Employer will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers engaged by the Employer will not result in the lay-off or reduction of hours of employees in the bargaining unit; nor will Volunteers engaged by the Employer be used to fill established positions within the bargaining unit.

## **ARTICLE 41 - EFFECTIVE DATE OF RATIFICATION**

Unless specified otherwise, all provisions of this Agreement are effective July 7, 2017 up to and August 29, 2019. The parties agree to exclude the operation of the provisions of Sections 50 (2) and (3) of the *Labour Relations Code*.

**WAGE SCHEDULE - Carlton Gardens**

<b>Position Title</b>		<b>30-Aug- 2016</b>	<b>Date of Ratification Retroactive for Current and Retired Employees</b>	<b>30-Aug- 2017</b>	<b>30-Aug- 2018</b>
			<b>\$0.20</b>	<b>\$0.30</b>	<b>\$0.25</b>
Personal Care Aides	Probationary	\$18.05	\$18.25	\$18.55	\$18.80
	Regular	\$18.65	\$18.85	\$19.15	\$19.40

**SIGNED ON BEHALF OF  
THE UNION:**



\_\_\_\_\_  
**Wendy Beer**  
Assistant Secretary  
Business Manager



\_\_\_\_\_  
**Janine Brooker**  
Negotiator



\_\_\_\_\_  
**Anthony Alegado**  
Bargaining Committee



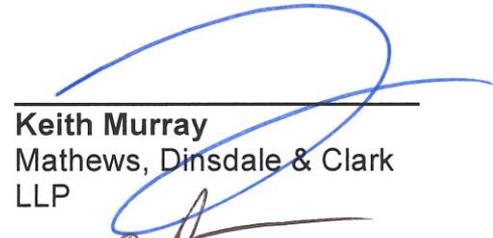
\_\_\_\_\_  
**Davine Rabano**  
Bargaining Committee



\_\_\_\_\_  
**Marla Martinez Aquino**  
Bargaining Committee

\_\_\_\_\_  
*Nov 30, 2017*  
Date Signed

**SIGNED ON BEHALF OF  
THE EMPLOYER:**



\_\_\_\_\_  
**Keith Murray**  
Mathews, Dinsdale & Clark  
LLP

for 

\_\_\_\_\_  
**Victoria Atkinson**  
Human Resources and  
Benefits Manager

\_\_\_\_\_  
*Mar 12, 2018*  
Date Signed

**LETTER OF UNDERSTANDING #1**

**BETWEEN EMPLOYER**

**AND HOSPITAL EMPLOYEES' UNION**

**Re: Benefits Review**

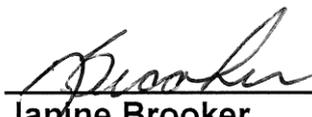
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The parties agree to conduct a review of existing benefits to determine the potential to enhance benefits coverage at no additional cost.

The parties may make recommendations, but they shall not be binding on either party.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**Janine Brooker**  
Negotiator

  
for \_\_\_\_\_  
**Victoria Atkinson**  
Human Resources and  
Benefits Manager

*Nov 30, 2017*  
\_\_\_\_\_  
**Date Signed**

*Mar 12, 2018*  
\_\_\_\_\_  
**Date Signed**

**LETTER OF UNDERSTANDING #2**

**BETWEEN EMPLOYER**

**AND HOSPITAL EMPLOYEES' UNION**

**Re: MSP Premiums**

If MSP premiums are eliminated during the term of the Collective Agreement, and Pro Vita receives a windfall due to the elimination of the premiums, Pro Vita agrees to redirect the money it saves on premiums, into a vision care benefit to be negotiated by the parties.

It is understood this will not apply if no savings are achieved by Pro Vita, due to a payroll or other tax being substituted on employers, to otherwise pay for MSP.

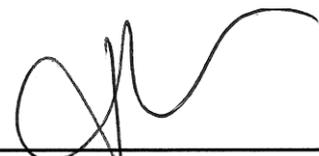
Any disputes arising from this LOU will be subject to the resolution by Grant McArthur.

**SIGNED FOR THE  
UNION:**

  
\_\_\_\_\_  
Janine Brooker  
Negotiator

Nov 30, 2017  
Date Signed

**SIGNED FOR THE  
EMPLOYER:**

  
\_\_\_\_\_  
for Victoria Atkinson  
Human Resources and  
Benefits Manager

Mar 12, 2018  
Date Signed