



**COLLECTIVE AGREEMENT
BETWEEN**

HCN - REVERA LESSEE (PARKWOOD COURT) LP

AND

HCN - REVERA LESSEE (PARKWOOD PLACE) LP

AND

HCN - REVERA LESSEE (KENSINGTON VICTORIA) LP

AND

**POLY- PARTY UNION OF:
HOSPITAL EMPLOYEES' UNION**

AND



**BC NURSES'
UNION**

Standing up for health care

BC NURSES' UNION

FOR THE PERIOD:

January 1, 2016 to December 31, 2018

Note: underlined text is new language for 2016 – 2018

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ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS THE PARTIES to this agreement desire to foster and maintain a relationship amongst the Employer, the Poly-party Union and the employees which is in every respect conducive to their mutual well-being;

AND WHEREAS the Employer's business functions in a competitive industry in providing certain accommodations and services for seniors which differ from government funded facilities, the parties jointly recognize this distinction and agree that this Agreement should give effect thereto by its support for the efficient maintenance of high quality services for the residents in a caring and cooperative environment, as well as one which safe, harmonious and rewarding for all;

AND WHEREAS the Poly-party Union is a trade union formed by and including certain employees of the Employer;

AND WHEREAS it is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:

- (a) To recognize mutually the respective rights, responsibilities and functions of the parties hereto;
- (b) To provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- (c) To establish an equitable system for the promotion, transfer, layoff and recall of employees;
- (d) To establish a just and prompt procedure for the disposition of grievances;
- (e) And generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual well-being;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree with the other as follows:

ARTICLE 2 - DEFINITIONS

"Bargaining Unit" is the unit for collective bargaining described in the certificates issued by the Labour Relation Board covering employees at 3000 Shelbourne Street, 3051 Shelbourne Street, and 3965 Shelbourne Street, Victoria, B.C. for whom the Poly-party Union of British Columbia Nurses' Union and the Hospital Employees' Union is the bargaining agent.

"Basic rate of pay" - means the rate of pay negotiated by the Parties to this Agreement, as specified in Appendix A.

"Continuous service" - means uninterrupted employment with the Employer.

"Day", "Week", "Month", "Year" - means a calendar day, week, month, year unless otherwise specified in this Agreement.

"Employer" - means HCN - Revera Lessee (Parkwood Court) LP; HCN - Revera Lessee (Parkwood Place) LP and HCN - Revera Lessee (Kensington Victoria) LP.

"Rest Period" - means a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.

"Spouse" - means a person to whom the employee is legally married or with whom the employee has cohabited in a common-law relationship for two years or more.

"Union" - means the Hospital Employees' Union (HEU) or the British Columbia Nurses' Union (BCNU) hereinafter referred to as "the Union".

"Employee" means a member of the bargaining unit who is:

(a) "Probationary employee" - means an employee who is hired into a probationary status and who has not yet successfully completed four hundred and fifty (450) hours worked, or three months of employment whichever comes first.

(b) "Casual employee" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis.

A casual employee is only entitled to the benefits set out in the Casual Addendum.

(c) "Full-time employee" - means an employee regularly scheduled to work an average of thirty-seven and one-half (37½) hours per week on a continuing basis, or such period as mutually agreed.

(d) "Temporary employee" - means an employee hired for a specified period not exceeding forty-five (45) calendar days duration, except where such period is extended by agreement of the Parties, and/or an employee who has been awarded a position temporarily vacated by a full-time regular employee or a part-time regular employee. If a temporary employee subsequently becomes a regular employee, all rights under this Agreement which are based on length of service or seniority (including Probation) shall be calculated from the commencement of the temporary period.

(e) "Part-time employee" - means an employee who is regularly scheduled to work less than thirty-seven and one half (37-1/2) hours per week on a continuing basis.

(f) "Emergency" means fire, flood, epidemic, civil unrest or insurrection, act of war, any act of God.

2.01 Use of Feminine and Singular Terms

Wherever the feminine or singular is used, the same shall be construed as including the masculine or plural unless otherwise specifically stated.

ARTICLE 3 - NO DISCRIMINATION

3.01 No Discrimination

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

3.02 The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reaction of membership or activity in the Union.

3.03 The Parties agree to foster and promote a workplace environment free from bullying and harassment. This includes the provision of education and training to all employees. The Employer shall take such actions as necessary with respect to any person engaging in bullying, discrimination and harassment (such as personal and sexual) in the workplace.

A safe environment is important for staff and contributes to providing the highest possible standard of service and care.

3.04 Respectful Workplace

Individuals are responsible for conducting themselves in a respectful manner in the workplace and at work-related events. Failure to maintain respectful conduct will lead to discipline up to and including termination of employment.

A Respectful workplace is characterized by:

- (a) The absence of workplace bullying behaviours which include but are not limited to: shouting at staff, speaking with a

condescending attitude, emotional tirades, threatening an employee's job security, spreading rumours, gossiping about or damaging a person's reputation.

- (b) Inclusion – of people with different backgrounds and cultures.
- (c) Safety – from disrespectful, discriminating, bullying and harassing behavior.
- (d) Absence of harassing behaviours which include, but are not limited to: inappropriate gestures, comments, intimidation, or conduct that might reasonably be expected to cause embarrassment, insecurity, discomfort, offence or humiliation.
- (e) Support – the Employer will review the company's Respectful Workplace policy annually with employees and take steps to prevent and minimize harassment and bullying at the workplace.

The Employer has published a clear policy for promoting and maintaining a respectful environment. This policy is accessible to staff regarding expectations and consequences of inappropriate behaviour, aggression and violence.

3.05 Complaints Investigation

Incidents or complaints should be reported as soon as possible after the occurrence or event giving rise to the incident or complaint.

An employee with an allegation involving harassment or bullying should file a complaint with the Employer and shop steward or Union Representative.

The Employer shall investigate the allegations within 30 days of the initiation of the complaint. The Employer shall notify the Union upon conclusion of the investigation whether or not the allegations were substantiated, and indicate that action if any, they intend to take. The Union and the Employer agree that timelines for the

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purposes of the grievance procedure will be held in abeyance until the conclusion of the 30-day investigation. At the conclusion of the investigation any grievance filed shall commence at Step Three (3) of the grievance procedure.

The Parties agree that all complaints of harassment or bullying will be thoroughly investigated. Any substantiated case may be cause for discipline, up to and including termination.

The employee may request union representation at any point in the investigation process.

Complaints or investigations under this Article shall be conducted in strict confidence by all Parties involved.

Copies of all relevant documents and materials relevant to an investigation shall be provided to the Union upon written request of the Union after the conclusion of the investigation.

Nothing in this Article limits an employee's right to take a complaint to the British Columbia Human Rights Tribunal or to WorkSafe BC.

ARTICLE 4 – RECOGNITION OF THE UNION

4.01 Sole Bargaining Agency

The Employer recognizes the Poly-party Union of British Columbia Nurses' Union and Hospital Employees' Union as exclusive bargaining agent for all employees falling within the Bargaining Unit. No employee covered by this agreement shall be permitted or required to make a written or oral agreement with the Employer which may conflict with this agreement.

4.02 Union Shop

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a

condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period 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, 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 this section, the following contract provisions shall not be applicable to the employee:

Article 8 - Grievance Procedure

Article 8.04 - Dismissal/Suspension

4.03 Union Check-Off

The Employer agrees to the monthly check-off of all Union dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues, provided there are sufficient wages owing to employee to cover the deductions.

The check-off 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.

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all 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 along with a list of all employees in the bargaining

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unit and their employee status, social insurance number, and the amount of dues or equivalent monies currently being deducted for each employee. Such information shall be provided in an electronic format, such as Microsoft excel, to memberupdates@heu.org for HEU and to seniority@bcnu.org for BCNU.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 4.02.

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 1st of the year following each taxation year.

In January and July of each year, the Employer shall provide to the Local (for HEU) or the Steward (for BCNU), and the Union, a list of all employees in the bargaining unit, their job titles, their home addresses, personal emails and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel to HEU at memberupdates@heu.org and to seniority@bcnu.org for BCNU.

The Union shall advise the Employer in writing thirty (30) days in advance of the amount of its dues and or changes in the amount of dues to be deducted.

ARTICLE 5 - SHOP STEWARDS

5.01

- (a) The Employer recognizes employees who are designated by the Union as stewards on behalf of the employees.
- (b) The Union will supply the Employer with a list of the names of Stewards and any changes thereto.
- (c) Stewards shall be entitled to reasonable time while on duty

without loss of regular pay and benefits to perform duties as a steward when they:

- (1) Have received prior consent from their supervisor before leaving their normal work to perform duties as a steward. Such consent shall not be unreasonably withheld.
 - (2) Endeavor to complete this business as a steward in as short a time as possible.
 - (3) Advise their supervisor(s) of their return to duty.
- (d) Stewards will not interrupt the normal operations of the facility.
- (e) When a Steward is the only employee on duty in a department, and, where her/his absence would unduly interfere with the proper operation of the department, then the Steward may be refused consent to transact Union business.
- (f) The Employer agrees that Shop Stewards, when conducting proper Union business shall not be coerced, restrained or interfered with in the performance of their duties.

5.02 Induction

The Employer shall advise the respective Union's designated representative of the names of new employees hired. A Union designated representative will meet with the new employee(s) during regular working hours for a period not to exceed fifteen (15) minutes. This meeting will normally take place in conjunction with the Employer's orientation process, and if this is not possible, at a mutually-agreed time. The Union representative will be informed of the date, time and place of the meeting. This meeting will also be held during the first thirty (30) days of employment. The Union representative and employee(s) shall have time off at their basic rate of pay (not overtime) to attend the meeting.

5.03 Union Insignia

Union members shall have the right to wear or display the

recognized insignia of the Union.

Union members shall have the right to wear the recognized pins and caps of their respective nursing schools.

ARTICLE 6 - MANAGEMENT RIGHTS

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

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

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

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

ARTICLE 7 - LABOUR/MANAGEMENT COMMITTEE

7.01 A Labour/Management Committee shall be established. The committee shall include four (4) members appointed by each side. The committee shall meet every (2) months for the purpose of discussing issues relating to the workplace that affect any employee bound by this agreement.

7.02 The Chair of the Labour/Management Committee shall alternate between the parties.

7.03 A proposed written agenda shall be distributed to Committee members at least forty-eight (48) hours before the meeting.

7.04 As far as possible, meetings will be held during committee members' normal working hours. The meetings are to be without loss of pay or benefits.

7.05 The committee shall not have jurisdiction to administer or renegotiate this Collective Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 "Grievance" refers to any difference between the parties concerning the interpretation, application or any alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.

8.02 An employee shall be given a copy of any document placed on the employee's file which might form the basis for disciplinary action. Such copy is to be given at the time the document is placed on the file.

8.03 Grievance Procedure

The following procedure shall be used for the resolution of differences referred to in Article 8.01, except that Article 8.04 may be used for dismissals or unpaid suspensions:

STEP ONE:

Within fourteen (14) calendar days of the occurrence of the difference or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee, with or without one (1) Shop Steward (at the employees' choice) shall discuss the difference with her/his immediate supervisor or department head.

STEP TWO:

If the difference is not settled in Step One, within fourteen (14)

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calendar days of the meeting in Step One, the grievance shall be reduced to writing, presented by the Union shop steward and grievor to the immediate supervisor or department head. The parties will conduct a meeting with the intent to resolve the grievance. Both parties agree to disclose any information in their possession pertinent to the matter to allow for full discussion of the matter giving rise to the grievance.

Within fourteen (14) calendar days of receiving the written grievance, the Employer shall give a written response to the grievance.

Policy grievances from either party shall be submitted at Step Two.

STEP THREE:

If the grievance is not settled at Step Two, the grievance may be advanced to Step Three within twenty-one (21) calendar days of receipt of the Employer's written response in Step Two or when such response should have been received.

The grievance shall be discussed between a Representative designated by the Union and the Executive Director or designate. Within fourteen (14) calendar days of the meeting, if the matter is not resolved, the Employer representative shall give written reasons for denying the grievance.

Failing settlement at Step Three the grievance may be referred to arbitration.

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

8.05 By mutual agreement, the parties to this Collective Agreement may extend any of the time limits specified in this Article.

ARTICLE 9 - ARBITRATION

9.01 Either party may refer any grievance, dispute or difference unresolved through the procedure(s) in Article 8 – Grievance Procedure to a single Arbitrator. The Arbitrator shall have the power to determine if any matter is arbitrable and to determine the question to be arbitrated.

9.02

- (a) The party requesting arbitration shall notify the other party of its intent to arbitrate and shall include names of proposed Arbitrators.
- (b) If the parties fail to agree upon an Arbitrator within ten (10) calendar days either party may request the Director, Collective Agreement Arbitration Bureau, to make the appointment.

9.03 If a grievance involving dismissal or an unpaid suspension of an employee for alleged cause is not resolved at Step Three of the grievance procedure, then the parties agree to make every effort to have the matter heard by an Arbitrator within two (2) months of any referral to arbitration.

9.04 An Arbitrator appointed under this Article of the Collective Agreement shall be requested to render a decision within twenty (20) days of conclusion of the hearing.

9.05 Employees called as witnesses by an Arbitrator shall be granted leave without loss of pay to testify at the hearing. Where the Union calls a witness, leave without loss of pay shall be granted, subject to operational requirements.

9.06 Each party shall be responsible for its own expenses and the expenses of the Arbitrator shall be shared equally by the parties.

ARTICLE 10 - EXPEDITED ARBITRATIONS

10.01

- (1) A representative of the Employer and the Union, shall meet quarterly, to review outstanding grievances only.
- (2) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.
- (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 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. If this occurs, the cost will be borne in accordance with, the *Labour Relations Code*.
- (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 a subsequent proceeding.
- (10) All settlements 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, Rod Germaine and Emily Burke, shall act as sole arbitrators.
- (13) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9 excepting Article 9.03.
- (14) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- (15) Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Section 9.03 for resolution.

10.02 Grievance Mediator

(a) Issues Referred to Grievance Mediator

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, such difference may be referred to a Grievance Mediator.

Mark Atkinson, Elaine Doyle, Chris Sullivan 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) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure.

The Parties will endeavor to reach an agreed-to statement of facts prior to the hearing.

ARTICLE 11 - PROBATIONARY PERIOD

11.01 For the first four hundred and fifty (450) hours worked or

three (3) calendar months whichever comes first, 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 hundred and fifty (150) hours worked, or one (1) calendar month, whichever comes first, provided written reasons are given for requesting such extension. During the probationary period, a probationary employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

11.02 Upon completion of the probationary period, the most recent date of hire for Full-time employees and Part-time employees shall be the anniversary date for the purpose of determining perquisites and seniority. For Casual employees, the accumulated hours worked since the most recent date of hire shall be the basis for seniority.

ARTICLE 12 – SENIORITY

12.01 Seniority will be recognized and will accrue based on full-time employee's and part-time employee's length of continuous service from their most recent date of hire with the Employer, inclusive of all paid and unpaid leaves.

12.02 Seniority for casual employees will be recognized and will accrue based on accumulated hours worked since their most recent date of hire with the Employer.

12.03 In the event that a casual employee is converted to full-time or part-time, or vice versa, his/her seniority date of hire shall be established based on the equation of 1950 hours being equal to one full year of service.

12.04 The Employer shall provide the Union with a seniority list by Residence (work site) and also for the Bargaining Unit for full-time and part-time employees in January and July of each year. A copy of the casual employees' seniority list by Residence (worksite) and

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also by Bargaining Unit shall be provided in January, April, July and October of each year. A copy of each list shall be posted on each Union's Bulletin Boards. Registered Nurses shall be on their own lists. The Bargaining Unit seniority lists shall be used in the event of a layoff or recall and for the purposes of selection as outlined in the Promotion and Transfer Article.

The seniority list shall contain the following information:

- (a) name;
- (b) status (full-time, part-time, casual as appropriate);
- (c) classification;
- (d) seniority date for full-time and part-time employees;
- (e) for casuals, seniority hours;
- (f) work site, as appropriate

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

12.06 An employee's seniority rights shall cease to exist and the employee shall be terminated if an employee:

- (a) resigns from the employ of the Employer;
- (b) is discharged for just and reasonable cause;
- (c) is on layoff for more than twelve (12) consecutive calendar months;
- (d) after a layoff, fails to report to work within three (3) working days after being recalled by registered letter addressed to the address last provided by the employee to the Employer, or within fourteen (14) calendar days if employed elsewhere and required to provide notice to that Employer;
- (e) is absent for three (3) or more consecutive days without having notified the Employer and/or without providing an explanation satisfactory to the Employer;
- (f) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given.

12.07 Service Outside the Bargaining Unit

It is understood that 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 accumulation of seniority.

ARTICLE 13 - TERMINATION OF EMPLOYMENT

13.01 Employment Abandoned

Any employee who fails to report for work and does not notify his/her supervisor within three (3) work days and who cannot give an acceptable reason for his/her absence shall be considered as having abandoned his/her position.

ARTICLE 14 – NEW VACANCIES, PROMOTIONS AND TRANSFER

14.01 Where the Employer intends to fill a vacancy of more than forty-five (45) calendar days, in an existing or new classification, the Employer shall post the vacancy to be filled for a period of seven (7) calendar days and the posting shall include the classification, wage rate, qualifications, scheduled hours of work (including start and stop times), commencement date and a brief outline of the position and the closing date for applications.

14.02 Temporary Promotions or Transfer

Where operational requirements make it necessary, and the vacancy is filled through the job posting provisions, the Employer may make temporary appointments from within the bargaining unit.

All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.

Temporary vacancies greater than forty-five (45) calendar days will be posted. Temporary vacancies that are expected to be for

forty-five (45) calendar days or less will be filled if possible as follows:

- (a) by the senior full-time or part-time employee who have indicated in writing, a desire to work in such position, providing there is no requirement for the Employer to pay any overtime or other premium; and failing that,
- (b) by casual employees in accordance with the casual call-in provisions of the Casual Addendum.

The successful employee will return to their former position upon completion of the assignment. As much notice as possible will be given to the incumbent in a temporary position of greater than forty-five (45) days prior to the end of the temporary position.

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.

14.03 Selection

In the event that more than one qualified employee applies for the posted vacancy, the Employer will consider experience, ability, and qualifications and where these factors are considered equal, the applicant with the greatest seniority shall fill the vacancy.

In the event that the Employer determines that there are no qualified internal applicants for the posted vacancy, then the Employer may proceed to select an external applicant.

The successful applicant will be given an employment letter outlining their status and regular hours of work.

Where an employee is not appointed to the vacancy or new position, she shall be given, upon request, an explanation as to why her application was not successful.

14.04 Trial Period

If a regular employee is promoted, voluntarily demoted, or transferred to a job in a classification within the bargaining unit, then the promoted, voluntarily demoted, or transferred employee shall serve a trial period in his/her new job for a period of 225 hours worked.

In no instance during the trial period shall such an employee lose seniority or perquisites. However, if such employee, during the aforementioned 225 hour period is found unsatisfactory in the new position, then such 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 perquisites.

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

14.05 The Employer shall also consider applications for posted vacancies from those employees, who are absent from their normal places of employment because of sick leave, annual vacation, paid or unpaid leave of absence, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy to be filled occur during their absence.

14.06 The Employer shall make a reasonable effort to notify the successful and unsuccessful applicant(s) prior to posting the name of the successful applicant. The Employer shall, within three (3) days of the selection, post the name of the successful

applicant.

14.07 One (1) copy of all postings shall be sent to the steward of the respective Local within the aforementioned seven (7) calendar days. The parties agree that an oversight in this regard shall not affect the job posting.

14.08 The Employer agrees to provide to the Union the names of all the applicants for a vacancy or new position in the course of grievance investigation.

The Employer agrees to provide the Shop Steward and the respective Local Union the name of the successful applicant and a list of unsuccessful applicants.

ARTICLE 15 – PERSONNEL FILES

15.01 Personnel File

An employee shall have the right to request that any disciplinary action be removed from the Personnel File after eighteen (18) months has expired, provided that there has been no subsequent disciplinary action. An employee, or the President of the Union or his designate, with the employee's written authority, shall be entitled to view the employee's Personnel File provided that the Employer is given adequate notice. Access to the Personnel File shall be provided within five (5) days (exclusive of weekends and statutory holidays) of the request.

A request by an employee for copies of documents contained in their Personnel File shall not be unreasonably denied.

The Personnel File shall not be made public without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of this Agreement and/or as required by law.

ARTICLE 16 – CLASSIFICATIONS, JOB DESCRIPTIONS AND WAGE RATES

16.01 The Employer shall provide the Union with job descriptions for all classifications in the bargaining unit as set out in Appendix A, Classification and Wage Rates.

The job descriptions shall be used in the application of Article 14, New Vacancies, Promotion and Transfer.

16.02 In the event the Employer creates a new position, or adopts methods of operation significant enough to establish a new classification, the classification and wage rate shall be established by the Employer and written notice shall be given to the Union. Unless the Union provides notice of objection within sixty (60) days of the Employers notice, the classification and wage rate shall be considered to be agreed. Where the Union objects, and the matter cannot be resolved, the wage rate shall be the subject of Arbitration.

16.03 If the wage rate for the new classification is revised as a result of negotiation or arbitration, the revised wage rate shall be effective from the date when the new position was established.

ARTICLE 17 – TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

17.01 Preamble

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

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

17.02 Definition of Displacement

Any employee classified as a regular employee shall be

considered displaced by technological change when his/her services shall no longer be required as a result of a change in plant or equipment, or a change in process or method of operation diminishing the total number of employees required to operate the residence.

17.03 Notice of Displacement

Employees affected by technological change shall be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability.

17.04 Technological Displacement

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

17.05 Job Training

The Employer and the Union shall establish a Joint Committee on Training and Skill Upgrading for the following purposes:

- (a) for planning training programs for those employees affected by technological change;
- (b) for planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- (c) for planning training programs for those employees affected by new methods of operation; and
- (d) for planning training programs in the area of general skill upgrading.

Whenever necessary, this Committee shall seek the assistance of external training resources such as Federal Human Resources Development Canada and Provincial Ministry of Labour, or other

recognized training institutions.

ARTICLE 18 – LAYOFF AND RECALL

18.01 A layoff shall be defined as the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or the reduction of an employee's regularly scheduled hours below the hours the employee was hired to perform.

18.02 In the event of layoff, regular full-time and part-time employees shall be laid off by job classification in reverse order of seniority within a Department, provided that there are available employees with greater seniority who have the qualifications and ability to do the work and are willing to do the work of the employees laid off.

18.03 A laid-off employee may bump a junior employee in their Department or the most junior employee in any Department, provided the laid-off employee has more seniority and is willing and qualified and has the ability to do the job of less senior employee. However, in no circumstances will an employee affect a promotion through a bump. A promotion shall be defined in this section as an increase in basic rate of pay in excess of three (3) percent of the existing basic rate of pay. At time of layoff notice, the Employer will provide to employees affected by this clause a list of position options, including vacant positions. The laid off employee who decides to bump must do so within fourteen (14) calendar days from receipt of notice.

18.04 Except in cases of an act of God, fire or flood, the Employer shall give each employee who has acquired seniority and who is to be permanently laid-off, written notice of lay-off, in accordance with the following schedule:

- (1) one (1) weeks' notice after three (3) months' continuous employment.
- (2) four (4) weeks' notice after twelve (12) months' continuous

employment.

- (3) five (5) weeks' notice after three (3) years' continuous employment, plus one additional week's wages for each additional year of employment, to a maximum of twelve (12) weeks' notice.

The Employer may substitute the equivalent pay in lieu of notice.

A copy of the notice of layoff shall be forwarded to the Union.

18.05 Employees on layoff shall be recalled in order of seniority, subject to their 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 notice to that employer. An employee employed elsewhere shall give the Employer notice of their intent to return within three (3) calendar days of receipt of the notice of recall.

18.06 Laid-off employees failing to report for work of an ongoing nature within the time frames outlined above will be deemed to have abandoned their right to employment.

18.07 Laid off employees shall retain their seniority and perquisites accumulated up to the time of layoff for a period of up to one (1) year, or until recalled, whichever is the lesser.

18.08 If laid-off employee is not recalled to work within twelve (12) calendar months of layoff, such employee shall be terminated by written notification at the expiration of the twelve (12) calendar month period.

ARTICLE 19 – SCHEDULING PROVISIONS

19.01 The Employer shall post work schedules for a minimum of two (2) weeks at least two (2) weeks prior to the effective date of the schedule. Employees will not be scheduled to work more than six (6) consecutive days or more than twenty (20) days in a four (4) week pay period. Employees shall be scheduled to have two (2) consecutive days off, unless otherwise mutually agreed between the employee and the Employer. Where the Employer intends to rework the rotation, the Employer shall discuss such proposed work rotation with the employees affected with the goal of reaching mutual agreement. The Employer shall not make any change to hours of work, including start and stop times, day of work, unless the change is consistent with the provisions of the collective agreement and is not capricious, arbitrary, discriminatory or in bad faith.

19.02 Full-time and part-time employees shall be scheduled so as to provide for a minimum of twelve (12) consecutive hours off-duty, exclusive of overtime, between the completion of one work shift and the commencement of the next. Where it is not possible to schedule twelve (12) consecutive hours off-duty between scheduling work shifts, all hours by which such period falls short of twelve (12) consecutive hours shall be paid at overtime rates.

19.03 Regular full-time employees shall not be required to work three (3) different shifts, being days, evenings or nights, in any six (6) calendar day posted in their work schedule.

19.04 The Employer shall not adjust start and stop time by more than one (1) hour, without providing fourteen (14) calendar days' notice. The fourteen (14) calendar day notice shall not apply where there is an emergency. The employee will have the right to refuse this shift change, if it is outside their stated in advance written availability.

19.05 In emergency situations beyond the Employer's control, the Employer may give less than forty-eight (48) hours' notice.

19.06 Employees shall be in their respective assigned work locations, ready to commence work at their designated start times, and they shall not leave their working location at times or in a manner inconsistent with this agreement.

19.07 Employees who are unable to report for their scheduled shift due to personal illness or emergency, shall provide the Employer with notice at the earliest possible time to allow the Employer to cover the absence.

19.08 Employees may exchange shifts with the prior written authorization of the Employer. There shall be no increased cost to the Employer as a result of a shift exchange. This provision is not intended to be used for extensive and/or ongoing shift exchanges between employees.

19.09 Where an employee reports for work as scheduled and no work is available, such employee will be entitled to a minimum of four (4) hours pay at their basic rate of pay, provided that if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign. In the event that the Employer does not assign work, the employee shall be paid two (2) hours at the basic rate of pay.

ARTICLE 20 - HOURS OF WORK

20.01 Hours of Work

- (a) A day shall commence at 00:01 hours and end twenty-four (24) hours later. A week shall commence at 00:01 hours Saturday and end at 24:00 hours on the Friday following.
- (b) It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked. Employment letters shall be provided to newly hired employees outlining their status and regular hours of work.
- (c) The regular work day for full-time employees shall consist of either:

- (i) seven and one - half (7½) hours of work exclusive of one-half (½) hour unpaid meal break or
- (ii) such other period as established by mutually agreed or as established by Variances.
- (d) Where the Employer designates an employee to be in charge and he/she cannot leave the building during his/her meal break, the employee's regular hours of work shall be eight (8) hours, inclusive of a one half (½) hour paid meal break.

20.02 Rest and Meal Periods

- (a) All employees working a full seven and one half (7½) hour shift shall receive a fifteen (15) minute paid rest period in each half of the shift.
- (b) All employees working less than a full seven and one half (7½) hour shift but a minimum of a four (4) hour shift, will receive one (1) fifteen (15) minute paid rest period. All employees working a minimum of six and one half (6½) hour shift will receive one (1) fifteen (15) minute paid rest period in the second half of the work shift.
- (c) All employees working more than five (5) hours will receive a thirty (30) minute (no more, no less), unpaid meal break scheduled as closely as practical to the middle of the work day.
- (d) Unpaid meal breaks and paid rest periods shall be scheduled in a manner which is consistent with the efficiency of operations.
- (e) Where the Employer designates that an employee cannot leave the building during his/her meal break, the employee's regular hours of work will be inclusive of a one half (½) hour meal break.

Where an employee is recalled to duty during their unpaid meal period they shall have the remaining portion of their meal period rescheduled during the shift. Where the Manager/designate cannot reschedule the remaining portion of the meal period, the employee

shall be paid at one and one half (1½) times the regular rate of pay for such period.

20.03 Preferred Shifts

- (a) The Employer may wherever possible, and subject to operational requirements consider an employee's request to work preferred shifts, provided they are available. If the request is denied, the Employer will provide the employee with the reasons for the denial.
- (b) The word "shift" for the purpose of this Agreement means the period when the majority of the hours scheduled falls within the day period (between 8:00 a.m. and 4:00 p.m.) evening period (between 4:00 p.m. and 12:00 midnight) or night (between 12:00 midnight) or night period (between 12:00 midnight and 8:00 a.m.).

20.04 Meal Allowance

When an employee is pre-authorized to attend a function off premises and the function runs through the employee's meal period, the employee will be reimbursed for reasonable and substantiated cost of the meal.

ARTICLE 21 - UNUSUAL JOB REQUIREMENTS OF A SHORT DURATION

21.01 The nature of retirement residences is such that at times it is necessary for an employee to perform work not normally required in an employee's job and therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which the employee is not trained.

21.02 Every employee shall take reasonable care to protect the employee's health and safety and the health and safety of other persons who may be affected by the employees' acts and omissions at work.

ARTICLE 22 – SPLIT SHIFTS

No split shifts shall be worked except in cases of emergency, or as provided in the Memorandum of Agreement #1.

ARTICLE 23 – OVERTIME

23.01 All overtime must be authorized in writing in advance by the Employer except in cases of emergency.

23.02 Authorized work performed in excess of:

- (i) seven and one-half (7½) hours in a day; or
- (ii) where mutually agreed, eight (8) hours in a day; or
- (iii) thirty-seven and one-half (37½) hours in a week; or where mutually agreed, forty (40) hours in a week, as the case may be;

shall be paid at the rate of one and one-half (1½) times the employee's basic rate of pay.

Employees who are working hours of work subject to Variances shall be paid overtime for hours worked in excess of the hours specified in the Variance.

23.03 Authorized work performed in excess of ten and one half (10½) hours in a day shall be paid at the rate of two (2) times the employee's basic rate of pay.

23.04 Employees working more than six (6) consecutive days or more than twenty (20) days in a four (4) week period shall be paid overtime rates for such time worked in excess.

23.05 Where an employee works more than two (2) hours of overtime, they shall receive a paid rest period of fifteen (15) minutes.

23.06

(a) Opportunities for overtime work shall be offered to qualified employees on the basis of seniority except where operational requirements exist. Employees will register for overtime opportunities for each position that they are available to work overtime. Employees may refuse to work overtime except in cases of emergency. When an employee does not agree that an emergency exists, the employee shall work such overtime and may file a grievance. If it is found that an emergency does not exist; all overtimes hours worked shall be paid at the rate of two (2) times the basic rate of pay.

(b) **For Registered Nurse (RN) and Registered Psychiatric Nurse (RPN)**

Employees on shift who are not relieved by the next shift will be offered overtime first. Should the employee decline the overtime the vacant shift will be offered to the employee on the next shift to come in early for overtime. All other overtime will be offered by seniority.

The Employer may request the RN/RPN to work a reasonable amount of overtime. Should the employee believe the Employer is requesting the employee to work more than a reasonable amount of overtime, then the employee may decline to work the additional overtime, except in emergency conditions, without being subject to disciplinary action.

23.07 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. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regularly scheduled shift.

ARTICLE 24 – CALL-IN

24.01 Where an employee reports to work at the call of the

Employer, but does not actually start working, the employee shall be paid a minimum of two (2) hours straight time pay.

24.02 The Employer shall pay a school student (working in the classification of bus person) reporting for work on his/her school day as required by the Employer, his/her basic rate of pay for the entire period spent at the place of work, with a minimum in any one (1) day of two (2) hours pay, whether or not he/she commences work.

ARTICLE 25 – CALL BACK

25.01 Where an employee is called in to work prior to the commencement of their normally scheduled shift, those hours worked prior to the scheduled shift shall be paid at their basic rate of pay or the overtime rate of pay, as applicable. Except in cases of emergency, the employee may decline the call-in.

25.02 Employees who are called back to work outside their normally scheduled working hours shall be paid their basic rate of pay or the overtime rate of pay, as applicable, for all hours worked, or for four (4) hours, whichever is greater. Except in cases of emergency, employees may decline the callback.

ARTICLE 26 – SHIFT DIFFERENTIAL

26.01 Upon ratification, Nurses (RN and LPN) and Personal Care Aides working on an evening shift shall be paid a shift premium of ninety-five cents (\$0.95) per hour for the entire shift worked.

Upon the first full pay period after ratification, Nurses (RN and LPN) and Personal Care Aides working the night shift shall be paid a shift differential of one dollar and forty-five cents (\$1.45) per hour for the entire shift worked.

26.02 Evening shift is defined as any shift in which the majority of hours worked fall between the hours of 4:00 p.m. and 12:00 midnight. Night shift is defined as any shift in which the majority of

hours worked fall between the hours of 12:00 midnight and 8:00 a.m.

ARTICLE 27 – VACATIONS

27.01 Vacations with pay shall be granted to employees based on length of continuous service as of December 31st of the preceding year as follows:

(a) For full time and part time employees:

Years of Service	Vacation	Vacation Pay
Less than three (3) years	Three (3) weeks	6%
After three (3) years of service but less than eight (8) years	Four (4) weeks	8%
After eight (8) years	Five (5) weeks	10%

(b) For casual employees:

Hours of Service	Vacations	Vacation Pay
Less than 5475 hours worked	Three (3) weeks	6%
After 5475 hours worked and less than 14,600 hours worked	Four (4) weeks	8%
After 14,600 hours worked	Five (5) weeks	10%

Vacation leave for part-time employees will be based on service, not hours worked.

27.02 Casual employees shall receive the applicable percentage of straight pay on each pay cheque in lieu of scheduled vacations.

27.03 Vacation Carryover

There shall be no carryover of vacation from one (1) calendar year to the next, nor shall there be any advancement of vacation except by mutual agreement of the employee and the Employer. Despite

the foregoing, if an employee's vacation is cancelled or remains unscheduled solely due to the employer's operational requirements, the employee may elect to carry over up to two (2) weeks of vacation to be taken no later than June 30 of the following year.

27.04 Scheduling of Vacation

Department vacation request list will be posted by January 15th of each year. Subject to operational requirements, seniority will be a factor in determining vacation requests received by March 1st of each year, if no other agreement can be reached among employees. Where an employee chooses to split his/her annual vacation, his/her second choice of vacation shall be made only after all other employees who have applied by March 1st have made their initial selection. The vacation schedule shall be posted by April 1st.

Requests received after March 1st will be approved on a first come, first served basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the requests.

27.05 Vacation Pay on Termination

An employee who terminates his/her employment for any reason shall be paid any outstanding vacation pay as provided in Article 27.01.

27.06 Paid Leave While on Vacation

Where an employee qualified for sick leave requiring hospitalization, or bereavement during his/her period of vacation, there shall be no deduction from vacation credits.

27.07 Call-Back - Vacation

Where an employee is called back to work during their scheduled vacation, they shall be paid two (2) times their regular rate of pay for all hours worked, and any vacation so displaced shall be

rescheduled. Reasonable and substantiated travel expenses incurred shall be reimbursed. Employees shall not be recalled except in case of emergency.

ARTICLE 28 – PAID HOLIDAYS

28.01 Paid Holidays

Full-time employees shall receive the following holidays with pay:

New Year's Day	B.C. Day
Family Day (2013)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

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

Where one of the above noted named holidays falls on a Saturday or Sunday, an alternate day may be designated by the Employer as the paid holiday.

28.02 Holiday Lieu Pay

Holiday pay for a full-time employee who works regular hours will be computed on the basis of the number of hours the full-time employee would have worked had there been no holiday, at her regular rate of pay.

Effective in the second pay period following ratification of the collective agreement, part-time and casual employees shall be paid 4.8% of basic rate of pay on each pay, in lieu of a paid time off.

28.03 Holiday Falling on a Day of Rest

If one of the above named holidays occurs on a full-time employee's regular day off, or during her vacation period the full-time employee shall receive an additional day off with pay in lieu thereof, unless otherwise arranged between the full-time employee and the Employer, or the full-time employee shall receive a day's pay. Lieu days arising from designated paid holidays shall be scheduled with the mutual agreement of the Employer subject to operational requirements. Full-time employees will have the option of taking the lieu day in time off or in pay.

28.04 Absences on a Paid Holiday

1. Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit her holiday pay, unless the absence is due to illness verified by a doctor's certificate, or due to bereavement, in which case the employee will receive holiday pay as stipulated in Article 28.02.
2. For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.

28.05 Holiday Pay for Full-time Employees

Full-time employees who are required by the Employer to work on a designated holiday will receive:

- (i) one and one-half ($1\frac{1}{2}$) times the regular rate of pay for hours worked on that day, plus
- (ii) another day off with pay.

28.06 Holiday Pay for Part-time and Casuals

Part-time and casual employees who are required by the Employer to work on a designated holiday will receive one-half ($1\frac{1}{2}$) times their regular rate of pay for hours worked on that day.

28.07 Pay for Overtime on a Paid Holiday

Where an employee works overtime on a paid holiday, such

employee shall be paid two (2) times the rate of pay for any such hours.

28.08 Christmas Day/New Year's Day

Consistent with operational requirements the Employer shall schedule either Christmas Day or New Years Day off for employees so requesting in writing by October 1st of each year.

ARTICLE 29 - SICK LEAVE, W.C.B., INJURY-ON-DUTY

29.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income arising from personal illness or injury and will be granted to all regular employees on the following basis:

- (1) Full-time employees who have completed the probationary period shall be credited with fifteen (15) hours of sick leave and shall then accumulate sick leave credits at the rate of five (5) hours per month of service to a maximum of fifty-two and one half (52½) hours. Provided credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to personal illness.
- (2) Part-time employees regularly scheduled to work an average of eighteen (18) hours or more per week and who have completed the probationary period shall be credited with eleven and one-quarter (11¼) hours of sick leave and shall then accumulate sick leave credits at the rate of three percent (3%) of hours worked per month to a maximum of fifty-two and one half (52½) hours. Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to personal illness.
- (3) Part-time employees regularly scheduled to work less than an average of eighteen (18) hours per week and who have completed the probationary period shall be credited with eleven and one quarter (11¼) hours of sick leave and shall accumulate sick leave credits at there of three (3) percent of hours worked per month to a maximum of one hundred and

fifty (150) hours. Providing credits as available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to personal illness.

- (4) The Employer shall advise employees of their accumulated sick leave credits in January.
- (5) Absence for an injury compensable under provisions of the *Workers' Compensation Act* shall not be charged against sick leave credits. Sick leave pay, providing credits are available, shall be paid for the one (1) day or less not covered by the *Workers' Compensation Act*.
- (6) Where medical and/or dental appointments cannot be scheduled outside the employee's scheduled working hours, sick leave shall be granted. Sick leave will be paid when sick leave credits are available. Excessive use of medical or dental appointments may require medical or dental certificates.

29.02 Weekly Indemnity

- (a) (Effective October 1, 2013) Full-time and Part-time employees regularly scheduled to work an average of sixteen (16) hours or more per week shall participate in a weekly indemnity plan that will provide coverage on the first day of hospitalization or accident or the eighth (8th) calendar day of illness.

Coverage will continue for up to seventeen (17) weeks. The indemnity plan shall provide to qualifying employees sixty-six point seven percent (66.7%) of the first \$950.00 of weekly insurable earnings plus fifty percent (50%) of the balance with a maximum weekly benefit of \$1,100.00, effective the second full pay period after ratification.

- (b) The weekly indemnity plan for new employees will be effective on completion of the probation period.

29.03 Sick Leave While on Vacation

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave provided that the employee provides a satisfactory documentation of the illness and hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

29.04 Certification of Fitness

After an absence due to illness or injury, the Employer may require documentation and/or Certificate of Fitness from a physician or the Workers' Compensation Board, certifying that the employee is medically able to resume the full duties of the position or a modified return to work.

The Employer agrees to pay for the Certificate of Fitness to a maximum of twenty dollars (\$20) per incident.

Effective October 1, 2017, the Employer agrees to pay for the Certificate of Fitness to a maximum of thirty dollars (\$30) per incident.

29.05 Notice of Absence/Return to Work

- (a) Employees who are absent from work because of sickness shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.
- (b) Employees who have been absent from work due to extended illness or injury must provide sufficient notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule.
- (c) The Employer may request proof of a disabling accident or illness after an absence of more than one (1) day. The cost of the doctor's certificate, if any will be borne by the

employee.

29.06 Integration with Other Disability Income

Should an employee recover any monies paid by the Employer as sick leave pay, as compensation for lost wages from ICBC, WCB, a private insurer or any other source, the Employer shall be reimbursed for any sick leave pay that it may have paid to the employee and the employee's sick leave credits shall be proportionately reinstated.

ARTICLE 30 - OCCUPATIONAL HEALTH AND SAFETY

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

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

30.03 The Employer and the Union will each appoint no more than three (3) persons to serve on the Committee, unless otherwise mutually agreed.

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

30.05 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.

30.06 Aggressive Residents

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

30.07 An employee who believes that his/her workload is unsafe or consistently excessive shall discuss the problem with his/her supervisor/ designate. If the issue is not resolved, then the issue shall be tabled with the Labour Management Committee. The Committee may consider the suggestions of outside resources regarding unresolved health and safety issues.

30.08 The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive 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.

30.09 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 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.

30.10 The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures

to protect pregnant employees as far as occupational health and safety matters are concerned.

30.11 The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infectious diseases among employees.

The Employer will provide employees with instructions and the appropriate supplies to safely perform their duties on arrival at work during a confirmed outbreak or suspected outbreak.

30.12 Critical Incident Stress Defusing

In the event of a critical incident within the workplace the Employer will make available to employees who have suffered a serious work related, traumatic incident on a voluntary basis, access to WorkSafe BC's Critical Incident Response program. Leave to attend such a session will be without loss of day.

30.13 Violence in the Workplace

(a) Violence in the workplace

Violence means the attempted or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker, and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that she/he is at risk of injury.

The requirements for risk assessment, procedures and policies, the duty to respond to incidents and to instruct workers are based on the recognition of violence in the workplace as an occupational hazard. This hazard is to be addressed by the occupational health and safety program following the same procedures required by the Occupational Health and Safety Regulations that address other workplace hazards.

(b) Violence Program

The Employer will establish a violence program or review

the existing program where one is in place. This will be done within the Occupational Health and Safety Committee or a subcommittee of that committee. The program will include the following elements:

- i. A Policy Statement on Violence
- ii. Risk Assessments
- iii. Written Supplementary Instructions
- iv. Worker and Supervisory Training
- v. Incident Report and Investigation
- vi. Incident Follow up
- vii. Program Review.

ARTICLE 31- LEAVE – UNPAID

31.01 General Leave

- (a) A regular employee who has completed the probationary period may request a leave of absence without pay, subject to the Employer's approval. An employee who wishes to apply for such leave shall, except in cases of emergency, state his/her request in writing at least two (2) weeks prior to the commencement of the requested leave. The request shall include the commencement date and the reason for the request. Subject to the Employer's bona fide operational requirements, the leave shall not be unreasonably withheld.
- (b) When such leave is authorized, health and welfare benefits shall be maintained for the first twenty (20) work days. If the unpaid leave of absence exceeds twenty (20) work days in any year, the health and welfare benefits shall be paid entirely by the employee. Upon return from such leave, the employee will be returned to their former classification and increment step, if it still exists, or if it does not, to a comparable classification.

31.02 Unpaid Leave – Union Business

- (a) The Employer shall grant leaves of absence to employees to attend Union conventions and other Union business. Seniority and all benefits shall accumulate during such leave. The Union agrees that such leave will not unduly affect the proper operations of the Employer.
- (b) In requesting such leaves of absence, the Union shall attempt to give 14 days' written notice to the Employer. The Employer will attempt to respond to the application within three (3) days (exclusive of weekends and statutory holidays).
- (c) Leave of absence 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) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union. The reimbursement shall cover the cost for the wages and benefits involved for that employee.

31.03 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) calendar days.
- (b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

ARTICLE 32 – MATERNITY, ADOPTION AND PARENTAL LEAVE

32.01 An employee shall qualify for maternity, adoption or parental leave upon completion of the initial probationary period.

32.02 The employee shall normally provide the Employer with four (4) weeks written notice in advance of the intended commencement and completion dates of the leave. In the case of pregnancy, the employee shall provide the Employer with a medical doctor's certificate of the estimated date of delivery.

32.03 An employee who is pregnant is entitled to eighteen (18) consecutive weeks of unpaid leave. Such employee may request an additional thirty-five (35) weeks of unpaid parental leave.

32.04 A birth father who requests parental leave, or an employee who is adopting who requests parental leave is entitled to thirty-seven (37) consecutive weeks of unpaid leave beginning at the end of maternity leave, or within fifty-two (52) weeks of the child being placed with adopting parents, or for a birth father, within fifty-two (52) weeks after the child's birth.

32.05 Where an employee intends to return to work sooner, or later than the original date, she shall normally give the Employer at least four (4) weeks written notice in advance. Parental leave may be extended without pay beyond the parental leave period when recommended and certified by a medical doctor, to a maximum of six (6) weeks.

32.06 On completion of maternity, adoption or parental leave, the employee shall be placed in the same or comparable position to that held prior to the leave.

32.07 Where the employee currently is responsible for paying a portion of the cost of any of the health and dental benefits in which they participate, they shall prepay or supply postdated cheques for their portion of the premium costs, while on maternity, adoptive or parental leave.

32.08 Where a former employee who has resigned for the purpose of raising a dependent child, is successful in obtaining a posted

position the Employer within three years of their termination, the employee shall retain their former increment and have their previous years of service recognized for the purpose of determined vacation entitlement only. Such employee shall serve the normal probationary period.

ARTICLE 33 – BEREAVEMENT LEAVE

33.01 Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee (taken within a reasonable period) 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, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

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

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

Paid leave of up to two (2) days, in addition to bereavement leave referred to above, may be taken for travel associated with bereavement leave.

ARTICLE 34 – JURY AND WITNESS DUTY

34.01 Regular employees who serve on a jury or are called as witnesses for the Crown, provided the court action is not occasioned by the employee's personal affairs, shall be granted leave of absence with pay.

34.02 Should the employee receive any witness or jury fees, these amounts will be deducted from the Employee's pay during the period noted above. The amount of the deduction shall not exceed the employee's regular rate of pay for the period noted above.

34.03 The employee shall not be required to turn over any monies received for travel allowance or meal allowance.

ARTICLE 35 – FAMILY RESPONSIBILITY LEAVE AND MARRIAGE LEAVE

35.01 An Employee is entitled to request up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any member of the employee's immediate family.

Immediate family shall mean the spouse, child parent, guardian, sibling, grandchild or grandparent of an employee and any person who lives with an employee as a member of the employee's family.

Marriage Leave of three (3) unpaid days shall be granted upon application of the employee.

Effective January 1, 2018, an Employee with 20 years of service or more at the start of the employment year is entitled to request up to four (4) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any member of the employee's immediate family and may request one (1) paid day during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any member of the employee's immediate family.

ARTICLE 36 – EDUCATIONAL LEAVE

36.01 Where a license is required as a condition of employment to perform the duties of an employee's position, the employee shall be responsible for all costs of acquiring and maintaining such membership.

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

36.03 The parties recognize the value of in-service and of encouraging employees to participate in in-service. Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

36.04 After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the delivery of health care, subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) The Employer shall respond to any request in writing.

ARTICLE 37 – HEALTH AND WELFARE BENEFITS

37.01 Eligible employees shall enroll in the group insurance plan(s) at the time of hire except where the employee advises that they have alternate coverage. An employee who has not enrolled in a plan or has withdrawn may re-enroll in a plan subject to carrier approval and conditions. Re-enrollment shall occur only at the sign up opportunities in January and July.

37.02 For full-time regular employees, the Employer agrees to contribute one hundred percent (100%) of the premium costs for the Life Insurance and Accidental Death and Dismemberment Plan which provides coverage at two times annual insurable earnings of those employees under age sixty five and one times the annual insurable earning of those employees beyond the age of sixty-five and under the age of seventy. Coverage will reduce to one (1) times coverage on the date the employee attains age sixty-five.

37.03 For full-time regular employees under the age of sixty-five, the Employer agrees to contribute one hundred percent (100%) of the premium costs of the Long Term Disability Plan.

37.04 The Employer shall pay one hundred percent (100%) of the premium cost of the Health Insurance Plan for eligible full-time regular employees and their eligible dependents.

37.05 The Employer shall pay one hundred percent (100%) of the premium cost of the Dental Plan for eligible full-time regular employees and their eligible dependents.

37.06 For part-time Regular Employees scheduled to work an average of sixteen (16) hours or more each week may choose to participate in either the Medical Services Plan or Prepaid Health Benefits Plan.

(Effective January 1, 2014) For part-time Regular Employees

scheduled to work an average of sixteen (16) hours or more each week may choose to participate in the Medical Services Plan and Prepaid Health Benefits Plan.

37.07 For part-time regular employees regularly scheduled to work an average of sixteen (16) hours or more a week, the Employer shall pay 75% to the cost of the Medical Services Plan for eligible part-time regular employees and their eligible dependents.

37.08 For part-time regular employees regularly scheduled to work an average of sixteen (16) hours or more per week, the Employer agrees to contribute 75% of the costs of the Life Insurance and Accidental Death and Dismemberment Plan which provides \$15,000 coverage to part-time regular employees under age sixty-five (65) and \$7,500 coverage to part-time regular employees age sixty-five (65) or over, but under the age of seventy (70).

37.09 For part-time regular employees regularly scheduled to work an average of sixteen (16) hours or more per week, the Employer shall pay 75% of the cost of the Prepaid Health Benefits Plan for eligible part-time regular employees and their eligible dependents.

37.10 For part-time regular employees regularly scheduled to work sixteen (16) hours or more per week, the Employer shall pay 75% of the costs of the Dental Plan for eligible part-time regular employees and their eligible dependents.

37.11 The selection of the insurance carrier for any benefits referred to in this Article is in the sole discretion of the Employer. Benefits are only available to full-time regular employees and part-time regular employees regularly scheduled to work an average of sixteen (16) hours or more per week, who have completed the probationary period.

37.12 There shall be no reduction in benefit plan coverage during the term of this Collective Agreement without the mutual consent of the parties.

37.13 A Vision Care Plan of \$250.00 every two (2) years will be implemented as part of the Health Benefits Plan. The plan will provide for eye examinations every two (2) years up to fifty dollars (\$50.00). Effective the beginning of the second full month after ratification.

ARTICLE 38 – UNIFORMS

38.01 Uniforms

Where the Employer requires the employee to wear a uniform, the Employer will provide such uniform.

38.02 Uniform Allowance

The employee shall have the responsibility of cleaning and maintaining their uniform in a state of good repair, and shall receive an allowance of nine (9) cents per hour worked.

ARTICLE 39 – TRANSPORTATION ALLOWANCE

39.01 For occasions when an employee is authorized to use his/her own vehicle while on the Employer's business, reimbursement of forty-six (46) cents per kilometre will be provided.

39.02 Where an employee is authorized to use his/her own vehicle while on the Employer's business for a sufficient number of occasions in a month to require Insurance Corporation of British Columbia business insurance on their vehicle, the Employer shall reimburse the employee that portion of the ICBC vehicle insurance premium related to business use of his/her vehicle.

ARTICLE 40 – SUPERIOR CONDITIONS

40.01 Where an employee is receiving a more favorable rate or

condition than is specified in this Collective Agreement, the employee shall not incur a reduction in such rate or condition unless a reduction in such rate or condition was negotiated.

ARTICLE 41 – SUBSTITUTION

41.01 Where an employee is required by the Employer to perform the duties of a higher-ranking bargaining unit position for four (4) hours or more, such employee shall be paid the rate in the higher classification that is next above the employee's own wage rate, or the equivalent of twenty dollars (\$20) per month prorated, for all such hours worked in the higher-ranking bargaining unit position.

41.02 In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

41.03 If the temporary transfer is to a lower rated job at the request of the employee, or as a result of exercising the right to bump in the event of a layoff, then the employee shall be paid the lower hourly rate of pay.

41.04 Where an employee is required by the Employer to perform the duties of a non-bargaining unit position for one (1) full shift or more, the employee shall receive the highest rate for their classification plus five (5) percent for the entire period, or the equivalent of one hundred dollars (\$100) per month prorated, for all such hours worked in the non-bargaining unit position.

41.05 In no circumstances shall there be pyramiding of wages and/or benefits.

ARTICLE 42 - RESPONSIBILITY PAY (NURSES ONLY)

42.01 A nurse designated in charge of a residence for three (3) hours or more shall be paid an allowance of \$1.25 per hour. Effective the first full pay period of 2018, this will increase to \$1.30

per hour.

ARTICLE 43 - PENSION PLAN

43.01 The Employer shall establish a Pension Plan. Participation in the Pension Plan which will be available to all full-time and part-time employees upon completion of six (6) calendar months of employment.

43.02 The Pension Plan will be a defined contribution pension plan. A Plan Document will be issued to all employees.

43.03

- a) Each participating employee shall contribute (3%) percent of regular earnings to the Plan. The Employer will contribute two (3%) percent of the participating employee's regular earnings to the Plan.

Effective January 1, 2018, the contribution rate will be up to three point two five percent (3.25%) of the participating employee's regular earnings to the Plan.

- b) Employees may make voluntary contributions to their regular contributions. However, the Employer does not match voluntary contributions.

ARTICLE 44 – PROFESSIONAL RESPONSIBILITY CLAUSE

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

- (a) nursing practice conditions
- (b) safety of residents and staff
- (c) workload

44.02 The employee with a concern will discuss the matter

with his/her immediate supervisor with the objective of resolving the concern. At his/her request the employee may be accompanied by a steward.

44.03 If the matter is not resolved to his/her satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of his/her discussion with his/her immediate supervisor. The employee retains the original and forwards copies to the Chair of the Labour Management Committee and the Director of Nursing/Care.

44.04 If the matter is not resolved to his/her satisfaction, the employee shall then proceed to have the concern addressed through the grievance procedure outlined in Article 8, Grievance Procedure.

44.05 If additional staff are immediately necessary due to emergent circumstances either within a particular shift or for the next shift, the Registered Nurse designated in charge, shall have the authority to call in additional staff. For such call in's, call in by seniority shall not apply.

ARTICLE 45 – PAY DAYS

45.01 Employees shall be paid by direct deposit bi-weekly subject to the following provisions:

- (a) The pay statements given to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave and an itemization of all deductions.
- (b) Employees shall receive their pay statement on the pay day.
- (c) When an employee resigns, the Employer shall pay all wages owing to the employee within six (6) days of the date of his/her resignation.
- (d) When an employee is laid off or his/her services are

terminated, the Employer shall pay all wages owing to the employee within forty-eight hours, exclusive of Saturdays, Sundays or holidays.

ARTICLE 46 – INCREMENTS

46.01 All full-time employees shall move to the increment step indicated in Appendix A - Classification and Wage Rates based on the calendar length of continuous service from their most recent date of hire with the Employer.

46.02 Part-time and Casual employees (except for Registered Nurses only) shall move to the increment step indicated in Appendix A-Classification and Wage Rates, based on the accumulated hours worked since their most recent date of hire.

46.03 Part-time Registered Nurses only shall move to the increment step indicated in Appendix A-Classification and Wage Rates based on the length of continuous service from their most recent date of hire with the Employer.

ARTICLE 47 - PREVIOUS EXPERIENCE

47.01

- a) When a new employee is recruited, the Employer will consider previous comparable experience provided such experience was obtained within the previous twenty-four (24) month period. At the Employer's discretion, the employee may be commenced at any step in the wage grid for the classification as found in Appendix A.
- b) For a newly hired RN, documented prior relevant nursing experience as determined by the Employer, is recognized provided not more than 24 months have elapsed since such experience was obtained. The newly hired RN is placed in the prevailing wage progression grid at the step reflecting one increment for each completed 1950 hours of nursing experience.

47.02 A former employee, hired to perform a previously performed job, within three (3) months of their termination, may at the Employer's discretion be commenced at any step in the wage grid classification as found in Appendix A.

47.03 Employees who have left the Employer and are subsequently re-hired shall have their service recognized from the most recent date of hire only.

ARTICLE 48 – WAGE RATE AND LUMP-SUM PAYMENTS

48.01 Employees shall be paid in accordance with the wage schedules set out in this Collective Agreement.

ARTICLE 49 - PORTABILITY

49.01 An employee who transfers within Parkwood Court, Parkwood Place and The Kensington shall have their previous services at these three residences be recognized within the provisions of this Collective Agreement.

ARTICLE 50 - NOTICE OF UNION REPRESENTATIVE VISITS

50.01 The Union shall inform the Employer in advance when the Staff Representative intends to visit the Employers place of business for the purpose of conducting Union business. Such visits shall not interfere with the normal operations of the facility.

ARTICLE 51 - BULLETIN BOARDS

51.01 Covered bulletin boards located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union. The Union shall use these for the posting of Employer/Union business only.

ARTICLE 52 - VACCINATION AND INOCULATION AND MEDICAL EXAMS

52.01 Medical Examinations

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

52.02 The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees, and the provision of preventive vaccines for hepatitis, or medically approved preventative medication for hepatitis, free of charge to those employees who may be exposed to body fluids or other sources of infection.

ARTICLE 53 - EMPLOYER PROPERTY

53.01 Employees must return to the Employer all Employer property provided to them for the performance of their duties at the time of termination. The Employer shall take such action as required to recover the value of Employer property not returned by the terminating employee.

53.02 Where an employee's personal possessions are damaged by a resident or guest, and upon submission of reasonable proof within fourteen (14) calendar days of such incident, the Employer shall pay for the repair or replacement costs, provided such personal possessions are of a type suitable for use while on duty.

53.03 Where there is a practice of the Employer supplying tools to

employees, such practice shall continue. 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. The Employer may request that the employee demonstrate that they have taken reasonable precautions to protect the tools against loss, theft or misuse.

ARTICLE 54 - LOCKUP OF PERSONAL EFFECTS

54.01 The Employer agrees to provide lockers for all regular employees. All employees are responsible for the security of their personal effects.

54.02 The Employer will not enter an assigned locker without the presence of the employee and/or Union Steward.

ARTICLE 55 - INDEMNITY

55.01 The Employer will:

- (a) exempt and save harmless employees from any liability action arising from the proper performance of his/her duties for the Employer, as directed and/or authorized by the Employer; and
- (b) assume all costs, legal fees, and other reasonable expenses arising from any such action, provided the Employer has conduct of the action.

ARTICLE 56 - LEGAL PICKET LINE

56.01 Refusal to cross a legally established picket line arising out of a labour dispute as defined in the *Labour Relations Code*, 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 and benefits.

ARTICLE 57 - FREE BEVERAGES

57.01 The practice of providing free beverages to staff will be continued.

ARTICLE 58 - CONTRACTING OUT

58.01 The Employer agrees that it will not contract in or out bargaining unit work that will result in layoff of employees within the bargaining unit during the term of this Agreement.

58.02 The Employer will discuss with representatives of the local, the functions it intends to contract out, that could otherwise be performed by members of the Union within the residence, except where an emergency exists.

58.03 Volunteers

It is agreed that Volunteers utilized by the Employer will be supernumerary to established positions in the bargaining unit and shall not result in layoff of bargaining unit employees. Volunteers will be supervised by a Manager.

ARTICLE 59 - COPIES OF THE COLLECTIVE AGREEMENT

59.01 The Union shall print the Collective Agreement in an agreed format, and shall provide sufficient copies for the Employer to distribute copies of the Collective Agreement to employees. The Employer shall provide a copy of the Collective Agreement to all new employees at time of hire.

59.02 The Union and the Employer shall each contribute fifty percent (50%) of the cost of printing the Collective Agreement.

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

ARTICLE 60 – FUTURE LEGISLATION

60.01 In the event that any future legislation renders null and void or materially alters any provision of the 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 the parties cannot mutually agree on provisions to be substituted, then the matter may be forwarded to Arbitration as pursuant to Article 9 – Arbitration of the Collective Agreement.

ARTICLE 61 - UNION ADVISED OF CHANGES

61.01 The Union shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement.

ARTICLE 62 - EFFECTIVE AND TERMINATING DATES

62.01 The Collective Agreement shall be effective from January 1, 2016 and shall remain in force and be binding upon the parties until December 31, 2018, and from year to year thereafter unless terminated by either party or written notice served during the month of October 2018.

62.02 Both Parties shall adhere fully to the terms of this Collective Agreement during the period of collective bargaining and until a new collective agreement is signed.

62.03 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. Strike shall include any picketing, stand-

in, study session, slowdown, or other curtailment or restriction of productivity, or interference with work in and about the Employer's residences, or any other acts defined in the *Labour Relations Code*.

62.04 The operations of Sections 50(2) and 50(3) of the *Labour Relations Code* are hereby excluded from this Collective Agreement.

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

ADDENDUM - CASUAL EMPLOYEES

(A) TERMS AND CONDITIONS OF EMPLOYMENT

1. Casual employees are entitled to all benefits of the Collective Agreement except the following:

Article 11	Probationary Period
Article 18	Layoff and Recall
Article 19	Scheduling Provisions
Article 29	Sick Leave, WCB, Injury on Duty
Article 31	Leave - Unpaid
Article 33	Bereavement Leave
Article 34	Jury and Witness Duty
Article 35	Family Responsibility Leave and Marriage Leave
Article 37	Health and Welfare Benefits
Article 43	Pension Plan
<u>Article 58</u>	<u>Contracting Out</u>

2. Casual employees shall serve a probationary period of four hundred and fifty (450) hours worked. During the probationary period, the Employer shall provide the probationary employee with orientation to the department/work area where the employee will be assigned.
3. Casual employees may achieve part-time or full-time status only by successfully bidding into a permanent vacancy through the job posting procedure. A casual employee who fills in for a full-time or part-time employee shall not thereby become a full-time or part-time employee.
4. When a casual employee who has completed probation is promoted to full-time or part-time status, the employee will not be required to serve another probationary period but will be required to complete the trial period. However, when a casual employee who has not completed probation is promoted to full-time or part-time status, the employee will

be required to serve the probationary period.

- 5 Pursuant to Article 12 - Seniority, casual employees' seniority for the purposes of work assignments will be by residence/work site. However, bargaining unit wide seniority will be used in the event of lay-off/recall and in the application of the selection process set out in the Promotion and Transfer Article. Casual employees accumulate seniority on the basis of hours worked.
6. Casual employees shall be paid the appropriate percentage as applicable, of their straight time regular wages on each pay day in lieu of scheduled vacations and 4.8% of their straight time pay in lieu of statutory holidays.
7. A regular full-time or part-time employee who is laid off shall be entitled to transfer to casual status. Other regular full-time or part-time employees may transfer to casual status, provided that the Employer requires additional casual employees. Upon transfer, such employees shall only be entitled to the terms and conditions of employment applicable to casual employees. Seniority for such employees will be converted to hours worked in accordance with, and for the purposes of Article 12, Seniority.
8. A seniority list by residence/work site and a seniority list by overall bargaining unit seniority will be revised and updated every three months commencing in January. The seniority of each casual employee thus determined will be entered into the residency register in descending order of the most hours worked to the least. For the purpose of call-in to do casual work any time accumulated in a current three month period shall not be recognized until the next following adjustment date.

The seniority list by residence/work site and by overall

bargaining unit seniority shall be provided to the Union within two weeks of the time they are revised and updated.

9. Upon return to work from receiving WorkSafe BC benefits for an incident at the Employer's workplace, a casual employee will be credited with seniority hours based on the average number of hours worked in the six (6) month period prior to receiving WorkSafe BC benefits.

(B) CASUAL CALL-IN

1. The Employer shall consider residence/work unit seniority in the call in of casual employees. Casual employees who are registered to work in the job classification and department where the work is required to be done shall be called in order of residence/work unit seniority.
2. A casual employee shall be entitled to register for work in any job classification in any department at one residence for which he/she has the qualifications to perform.
3. The Departments shall be defined as Housekeeping Department, Food Services Department, Building Services Department, Recreational Services Department, Marketing Department, Administration Department and Nursing Department.
4. Casual employees registered for casual work shall notify the Employer one (1) pay period in advance of the dates and times they will be available to work in the upcoming two (2) pay periods (the schedule of pay period dates will be posted in the work site). The Employer shall be obliged to call a casual employee only for those days on which the employee is available.
5. Casual employees registered for casual work shall notify the Employer of the times of 'unavailability due to sickness or vacation during which time Clause 4 herein shall not apply.
6. Casual employees who accept an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.

HCN - Revera Lessee (Parkwood Court) (Parkwood Place) (Kensington Victoria) LP / Poly-party union of Hospital Employees' Union and BC Nurses' Union – Jan 1, 2016 to Dec 31, 2018

7. Casual employees who are called in by the Employer and report for work shall be paid a minimum of four (4) hours at the applicable rate of pay.
8. Casual employees have the right of refusal of two (2) calls during a pay period. Casual employees who refuse five (5) calls in a six (6) consecutive pay periods may have their names removed from the call-in list.
9. In order to facilitate the development of skills and orientation of newly hired casual employees, the Employer may at its discretion, assign ten (10) shifts to the new employee in the first three (3) months of employment before available shifts are offered to other employees on the casual call-in list. All shifts worked within that period shall count towards the 10-shift maximum.
10. The manner in which casual employees shall be called to work shall be as follows:
 1. One (1) call shall be eight (8) rings duration. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute, the Union shall have access to the log books and be provided with photocopies if so requested.
 2. In the event the casual employee uses a telephone answering machine or a pager, the Employer is obligated to leave a message to return the phone call within five (5) minutes. If the employee does not return the call within the five (5) minutes, the Employer may proceed as if they were unable to make contact with the employee.
 3. In the event of a busy signal, the Employer shall telephone the employee once again after two (2) minutes. If the telephone is still busy, the next employee on the call-in shall be called.

11. The call-in process for casual shifts, which are known two (2) weeks or more in advance is as follows: The Employer shall call casuals in order of seniority. The Employer shall allow thirty (30) minutes for a casual to return the call before calling the next senior casual on the list.
12. Regular part-time employees may register for casual work in the residence in which they are actually working and in one or both of the other work locations of the Employer as long as the particular part-time employee has worked at the other location(s). Part-time employees will be assigned casual work, according to seniority hours, in accordance with the following:
 - (a) for casual assignments of four (4) or more shifts, the senior part-time employee in the department shall be offered the casual assignment. If the senior part-time employee accepts the casual assignment the schedule of the senior part-time employee will be changed. No further changes shall be made and any shifts left vacant by the assignment of the senior part-time employee shall be filled through the regular call-in procedure.
 - (b) casual assignments of less than four (4) shifts in a) above will be offered to employees on the call-in list by order of seniority.
13. Accumulated sick leave credits may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.
14. A block of shifts is defined as the shifts between regular days off, or where mutually agreed, any combination of shifts.

**HCN - Revera Lessee (Parkwood Court) (Parkwood Place)
(Kensington Victoria) LP / Poly-party union of Hospital Employees'
Union and BC Nurses' Union – Jan 1, 2016 to Dec 31, 2018**

**SIGNED ON BEHALF
OF THE EMPLOYER:**

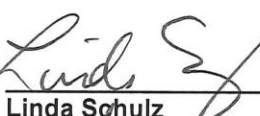

Linda Wong
Negotiator

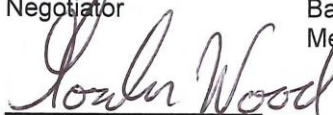

Amber Reis
Executive Director


Ricci Burgueno
Executive Director

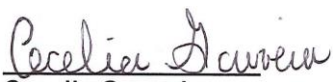
**SIGNED ON BEHALF
OF HEU:**

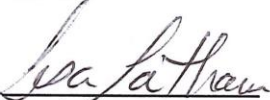

Máire Kirwan
Coordinator,
Private Sector


Linda Schulz
Negotiator



Gordon Wood
Bargaining Committee
Member



Kathryn McKerracher
Bargaining Committee
Member


Cecelia Gouveia
Bargaining Committee
Member


Lisa Latham
Bargaining Committee
Member

**SIGNED ON BEHALF
OF BCNU:**


Laura Anderson
Negotiator


Brie Cormier
Bargaining Committee
Member

2018.05.31
Date:

May 31 / 18
Date:

June 5 / 18
Date:

***HCN - Revera Lessee (Parkwood Court) (Parkwood Place)
(Kensington Victoria) LP / Poly-party union of Hospital Employees'
Union and BC Nurses' Union – Jan 1, 2016 to Dec 31, 2018***

CLASSIFICATION AND WAGE RATES HEU

CLASSIFICATION	STEPS	Current Rate	Jan 1, 2016 1.75%	Jan 1, 2017 1.75%	Jan 1, 2018 1.25%
Bus Person	Probation	\$10.44	\$10.62	\$10.81	\$10.94
	450 Hrs	\$11.71	\$11.91	\$12.12	\$12.27
	1825 Hrs	\$12.15	\$12.36	\$12.58	\$12.74
	3650 Hrs	\$12.57	\$12.79	\$13.01	\$13.18
Cook's Assistant	Probation	\$13.24	\$13.47	\$13.71	\$13.88
	450 Hrs	\$14.50	\$14.75	\$15.01	\$15.20
	1825 Hrs	\$14.95	\$15.21	\$15.48	\$15.67
	3650 Hrs	\$15.37	\$15.64	\$15.91	\$16.11
Housekeeping, Laundry Assistant, Food Service Assistant, Recreation Assistant (Retirement), Receptionist, Marketing Assistant	Probation	\$15.69	\$15.96	\$16.24	\$16.45
	450 Hrs	\$16.97	\$17.27	\$17.57	\$17.79
	1825 Hrs	\$17.41	\$17.71	\$18.02	\$18.25
	3650 Hrs	\$17.81	\$18.12	\$18.44	\$18.67
Recreation Assistant (Care), Bookkeeper	Probation	\$16.90	\$17.20	\$17.50	\$17.72
	450 Hrs	\$18.21	\$18.53	\$18.85	\$19.09
	1825 Hrs	\$18.64	\$18.97	\$19.30	\$19.54
	3650 Hrs	\$19.05	\$19.38	\$19.72	\$19.97
Concierge, Night Housekeeper	Probation	\$18.11	\$18.43	\$18.75	\$18.98
	450 Hrs	\$19.38	\$19.72	\$20.06	\$20.32
	1825 Hrs	\$19.83	\$20.18	\$20.53	\$20.79
	3650 Hrs	\$20.25	\$20.60	\$20.96	\$21.23

**HCN - Revera Lessee (Parkwood Court) (Parkwood Place)
(Kensington Victoria) LP / Poly-party union of Hospital Employees'
Union and BC Nurses' Union – Jan 1, 2016 to Dec 31, 2018**

CLASSIFICATION	STEPS	Current Rate	Jan 1, 2016 1.75%	Jan 1, 2017 1.75%	Jan 1, 2018 1.25%
Building Service Assistant	Probation	\$18.36	\$18.68	\$19.01	\$19.25
	450 Hrs	\$19.63	\$19.97	\$20.32	\$20.58
	1825 Hrs	\$20.09	\$20.44	\$20.80	\$21.06
	3650 Hrs	\$20.49	\$20.85	\$21.21	\$21.48
Cook	Probation	\$18.64	\$18.97	\$19.30	\$19.54
	450 Hrs	\$19.91	\$20.26	\$20.61	\$20.87
	1825 Hrs	\$20.37	\$20.73	\$21.09	\$21.35
	3650 Hrs	\$20.78	\$21.14	\$21.51	\$21.78
Assistant Cook (Parkwood Court)	Probation	\$15.65	\$15.92	\$16.20	\$16.41
	450 Hrs	\$17.00	\$17.30	\$17.60	\$17.82
	1825 Hrs	\$17.45	\$17.76	\$18.07	\$18.29
	3650 Hrs	\$17.87	\$18.18	\$18.50	\$18.73
Personal Care Aide(Parkwood Court)	Probation	\$19.53	\$19.87	\$20.22	\$20.47
	450 Hrs	\$20.82	\$21.18	\$21.56	\$21.82
	1825 Hrs	\$21.28	\$21.65	\$22.03	\$22.31
	3650 Hrs	\$21.69	\$22.07	\$22.46	\$22.74
Licensed Practical Nurse (Parkwood Court)	Start	\$24.99	\$25.43	\$25.87	\$26.20
	1950Hrs	\$25.50	\$25.95	\$26.40	\$26.73

CLASSIFICATION AND WAGE RATES BCNU

CLASSIFICATION	STEPS	Current Rate	Jan 1, 2016 1.75%	Jan 1, 2017 1.75%	Jan 1, 2018 1.25%
Registered Nurse (Parkwood Court)	1st Yr	\$31.45	\$32.00	\$32.56	\$32.97
	2nd Yr	\$32.66	\$33.23	\$33.81	\$34.24
	3rd Yr	\$33.87	\$34.46	\$35.07	\$35.50
	4th Yr	\$35.09	\$35.70	\$36.33	\$36.78
	5th Yr	\$36.30	\$36.94	\$37.58	\$38.05
	6th Yr	\$37.52	\$38.18	\$38.84	\$39.33
	7th Yr	\$38.72	\$39.40	\$40.09	\$40.59
	8th Yr	\$39.88	\$40.58	\$41.29	\$41.80
	9th Yr	\$41.08	\$41.80	\$42.53	\$43.06

MEMORANDUM OF AGREEMENT #1

Between

**HCN - REVERA LESSEE (PARKWOOD COURT) LP
O/A PARKWOOD COURT**

And

**HCN - REVERA LESSEE (PARKWOOD PLACE) LP
O/A PARKWOOD PLACE**

And

**HNC – REVERA LESSEE (KENSINGTON VICTORIA) LP O/A
THE KENSINGTON**

And

HOSPITAL EMPLOYEES' UNION

And

BRITISH COLUMBIA NURSES' UNION

Re: Parking

The parties agree that, subject to availability as determined by the Employer, parking shall be provided free of charge to staff.

**SIGNED ON BEHALF
OF THE EMPLOYER:**

**SIGNED ON
BEHALF OF HEU:**

**SIGNED ON
BEHALF OF BCNU:**


Linda Wong


Linda Schulz


Laura Anderson

2018.05.31
Date:

May 31/18
Date:

June 5, 2018
Date:

MEMORANDUM OF AGREEMENT #2

Between

**HCN - REVERA LESSEE (PARKWOOD COURT) LP
O/A PARKWOOD COURT**

And

**HCN - REVERA LESSEE (PARKWOOD PLACE) LP
O/A PARKWOOD PLACE**

And

**HNC – REVERA LESSEE (KENSINGTON VICTORIA) LP O/A
THE KENSINGTON**

And

HOSPITAL EMPLOYEES' UNION

And

BRITISH COLUMBIA NURSES' UNION

Re: On Call


If the Employer has a need for employees to be on-call, the Employer will meet with the Union to negotiate language and compensation prior to employees being placed on-call.

Should the parties not agree to on-call provisions, the matter will be referred to Arbitration by either party, within thirty (30) calendar days of discussion breaking down.

**SIGNED ON BEHALF
OF THE EMPLOYER:**

**SIGNED ON
BEHALF OF HEU:**

**SIGNED ON
BEHALF OF BCNU:**


Linda Wong


Linda Schulz


Laura Anderson

2018.05.31
Date:

May 31, 18
Date:

June 5, 2018
Date:

MEMORANDUM OF AGREEMENT #3

Between

**HCN - REVERA LESSEE (PARKWOOD COURT) LP
O/A PARKWOOD COURT**

And

**HCN - REVERA LESSEE (PARKWOOD PLACE) LP
O/A PARKWOOD PLACE**

And

**HNC – REVERA LESSEE (KENSINGTON VICTORIA) LP O/A
THE KENSINGTON**

And

HOSPITAL EMPLOYEES' UNION

And

BRITISH COLUMBIA NURSES' UNION

Re: Eight (8) Hour Shifts

The parties hereby agree that employees scheduled to work shifts of eight (8) hours which shall consist of seven and one half (7½) hours work time and a one-half (½) hour paid meal period.

Positions currently working the shift described above include:

Concierge

Night LPN

Night Care Aide

Night RN

Night House person

Reception (when in-charge)

**SIGNED ON BEHALF
OF THE EMPLOYER:**

**SIGNED ON
BEHALF OF HEU:**

**SIGNED ON
BEHALF OF BCNU:**


Linda Wong


Linda Schulz


Laura Anderson

2018.05.31
Date:

May 31 / 18
Date:

June 5, 2018
Date:

MEMORANDUM OF AGREEMENT #4

Between

**HCN - REVERA LESSEE (PARKWOOD COURT) LP
O/A PARKWOOD COURT**

And

**HCN - REVERA LESSEE (PARKWOOD PLACE) LP
O/A PARKWOOD PLACE**

And

**HNC – REVERA LESSEE (KENSINGTON VICTORIA) LP O/A
THE KENSINGTON**

And

HOSPITAL EMPLOYEES' UNION

And

BRITISH COLUMBIA NURSES' UNION

Re: Meal Tickets

The practice of providing meal tickets will continue. The charge for such tickets shall be \$3.00 for a meal and \$0.50 for a snack.

**SIGNED ON BEHALF
OF THE EMPLOYER:**

**SIGNED ON
BEHALF OF HEU:**

**SIGNED ON
BEHALF OF BCNU:**


Linda Wong


Linda Schulz


Laura Anderson

2018.05.31
Date:

May 31/18
Date:

June 5, 2018
Date:

MEMORANDUM OF AGREEMENT #5

Between

**HCN - REVERA LESSEE (PARKWOOD COURT) LP
O/A PARKWOOD COURT**

And

**HCN - REVERA LESSEE (PARKWOOD PLACE) LP
O/A PARKWOOD PLACE**

And

**HNC – REVERA LESSEE (KENSINGTON VICTORIA) LP O/A
THE KENSINGTON**

And

HOSPITAL EMPLOYEES' UNION

And

BRITISH COLUMBIA NURSES' UNION

Re: Shift Rotations (four on and two off)

The parties hereby agree the employees working four (4) shifts of seven and one half (7-1/2) hours each followed by two (2) days off shall be considered to full-time employees for purposes of this Collective Agreement.

**SIGNED ON BEHALF
OF THE EMPLOYER:**

**SIGNED ON
BEHALF OF HEU:**

**SIGNED ON
BEHALF OF BCNU:**


Linda Wong


Linda Schulz


Laura Anderson

2018.05.31
Date:

May 31 / 19
Date:

June 5, 2018
Date:

MEMORANDUM OF AGREEMENT #6

Between

**HCN - REVERA LESSEE (PARKWOOD COURT) LP
O/A PARKWOOD COURT**

And

**HCN - REVERA LESSEE (PARKWOOD PLACE) LP
O/A PARKWOOD PLACE**

And

**HNC – REVERA LESSEE (KENSINGTON VICTORIA) LP O/A
THE KENSINGTON**

And

HOSPITAL EMPLOYEES' UNION

And

BRITISH COLUMBIA NURSES' UNION

Re: Medication Premium

The parties hereby agree that the following will apply to Personal Care Attendants who dispense and administer prescription medications:

1. A \$0.40 per hour premium to personal care attendants for each shift in which those personal care attendants dispense and administer prescription medications with the exception of topical creams, ointments, suppositories or enemas.
2. This premium applies to the entire shift during which a personal care attendant is required to dispense and administer medications.
3. Personal Care Attendants who are required to dispense and administer medication as described above will be provided with a Company in-house training.

**SIGNED ON BEHALF
OF THE EMPLOYER:**

**SIGNED ON BEHALF
OF HEU:**

**SIGNED ON BEHALF
OF BCNU:**


Linda Wong


Linda Schulz


Laura Anderson

2018.05.31
Date:

May 31 / 18
Date

June 5, 2018
Date

MEMORANDUM OF AGREEMENT #7

Between

**HCN - REVERA LESSEE (PARKWOOD COURT) LP
O/A PARKWOOD COURT**

And

**HCN - REVERA LESSEE (PARKWOOD PLACE) LP
O/A PARKWOOD PLACE**

And

**HNC – REVERA LESSEE (KENSINGTON VICTORIA) LP O/A
THE KENSINGTON**

And

HOSPITAL EMPLOYEES' UNION

And

BRITISH COLUMBIA NURSES' UNION

Re: Central/Master Table Negotiations

The Parties agree that for the purpose of collective bargaining only, the three above-names sites will be negotiated at one bargaining table. This Memorandum of Agreement may only be terminated by mutual agreement of the Parties

**SIGNED ON BEHALF
OF THE EMPLOYER:**

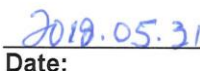
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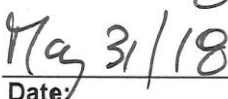
**SIGNED ON
BEHALF OF BCNU:**

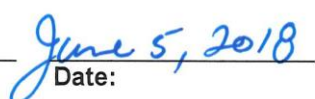

Linda Wong


Linda Schulz


Laura Anderson


Date:


Date:


Date: