

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**PRO VITA CARE MANAGEMENT INC.**  
**AT**  
**HAVEN HILL RETIREMENT CENTRE**  
**AND**



**HOSPITAL EMPLOYEES' UNION**

**March 29, 2021 - March 28, 2024**

**HAVEN HILL RETIREMENT CENTRE  
Worksite**

415 Haven Hill Road  
Penticton, B.C. V2A 4E9  
Telephone: (250) 492-2600  
Fax: (250) 492-2498

**HOSPITAL EMPLOYEES' UNION  
Okanagan Regional Office**

#100 - 160 Dougall Road South  
Kelowna, B.C. V1X 3J4  
Telephone: (250) 765-8838  
Toll-free: 1-800-219-9699  
Fax: (250) 765-0181

**Provincial Office**

5000 North Fraser Way  
Burnaby, B.C. V5J 5M3  
Telephone: (604) 438-5000  
Toll-free: 1-800-663-5813  
Fax: (604) 739-1510

<b>ARTICLE 1 - PURPOSE</b> .....	<b>1</b>
<b>ARTICLE 2 - SCOPE AND RECOGNITION</b> .....	<b>1</b>
<b>ARTICLE 3 - DEFINITIONS</b> .....	<b>2</b>
<b>ARTICLE 4 - MANAGEMENT RIGHTS</b> .....	<b>2</b>
<b>ARTICLE 5 - UNION DUES</b> .....	<b>3</b>
<b>ARTICLE 6 - UNION REPRESENTATION</b> .....	<b>4</b>
6.01    SHOP STEWARDS .....	4
6.03    BARGAINING COMMITTEE .....	5
6.05    UNION REPRESENTATIVE VISITS .....	6
6.06    BULLETIN BOARD .....	6
<b>ARTICLE 7 - NO STRIKES OR LOCKOUTS</b> .....	<b>6</b>
<b>ARTICLE 8 - JOINT CONSULTATION COMMITTEE</b> .....	<b>6</b>
<b>ARTICLE 9 - GRIEVANCE PROCEDURE</b> .....	<b>7</b>
9.02    UNION REPRESENTATION .....	8
9.03    GRIEVANCE INVESTIGATIONS .....	9
9.04    POLICY GRIEVANCE .....	9
9.05    DISMISSAL/SUSPENSION FOR ALLEGED CAUSE .....	9
9.06    MANDATORY TIME LIMITS .....	10
9.07    RIGHT TO HAVE STEWARD PRESENT .....	10
9.08    RIGHT TO GRIEVE DISCIPLINARY ACTION .....	10
<b>ARTICLE 10 - ARBITRATION</b> .....	<b>10</b>
<b>ARTICLE 11 - HOURS OF WORK</b> .....	<b>11</b>
<b>ARTICLE 12 - OVERTIME</b> .....	<b>13</b>
<b>ARTICLE 13 - STATUTORY HOLIDAYS</b> .....	<b>15</b>
13.02    STATUTORY HOLIDAY PAY .....	15
13.03    PART TIME EMPLOYEES .....	15
<b>ARTICLE 14 - ANNUAL VACATIONS</b> .....	<b>16</b>
14.02    VACATION ENTITLEMENT .....	17
14.03    VACATION REQUESTS .....	17
<b>ARTICLE 15 - PROBATIONARY EMPLOYEES</b> .....	<b>19</b>
<b>ARTICLE 16 - SENIORITY</b> .....	<b>19</b>
<b>ARTICLE 17 - FILLING OF VACANCIES</b> .....	<b>21</b>
<b>ARTICLE 18 - JOB DESCRIPTIONS</b> .....	<b>22</b>

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<b>ARTICLE 19 - TECHNOLOGICAL CHANGE</b> .....	<b>23</b>
<b>ARTICLE 20 - LAYOFFS AND RECALL</b> .....	<b>23</b>
20.01 LAYOFF .....	23
20.02 NOTICE OF LAYOFF .....	23
20.03 NOTICE NOT REQUIRED.....	24
20.04 BUMPING RIGHTS .....	24
20.05 RECALL.....	24
20.06 SENIORITY RETENTION .....	25
<b>ARTICLE 21 - EDUCATION</b> .....	<b>25</b>
21.01 EMPLOYER REQUESTED LEAVE .....	25
21.02 IN-SERVICE EDUCATION.....	25
<b>ARTICLE 22 - LEAVE OF ABSENCE</b> .....	<b>25</b>
22.01 MATERNITY LEAVE .....	25
22.02 PARENTAL LEAVE .....	27
22.03 COMPASSIONATE CARE LEAVES.....	28
22.04 BEREAVEMENT LEAVE .....	28
22.05 JURY DUTY.....	28
22.07 FAMILY LEAVE .....	29
22.08 UNPAID LEAVE OF ABSENCE .....	29
22.09 UNION LEAVE.....	30
<b>ARTICLE 23 - SICK LEAVE</b> .....	<b>30</b>
<b>ARTICLE 24 - SHIFT PREMIUM</b> .....	<b>31</b>
<b>ARTICLE 25 - HEALTH AND SAFETY</b> .....	<b>32</b>
<b>ARTICLE 26 - WAGES</b> .....	<b>33</b>
<b>ARTICLE 27 - EMPLOYEE FILE</b> .....	<b>34</b>
<b>ARTICLE 28 - HEALTH CARE PLANS</b> .....	<b>34</b>
28.01 DENTAL PLAN.....	35
28.02 EXTENDED HEALTH CARE PLAN.....	35
28.03 DISPUTES.....	36
<b>ARTICLE 29 – GROUP LIFE INSURANCE</b> .....	<b>36</b>
<b>ARTICLE 30 – GROUP REGISTERED RETIREMENT SAVINGS PLAN (RRSP)</b> .....	<b>36</b>
<b>ARTICLE 31 - CASUALS</b> .....	<b>37</b>
31.05 CALL IN .....	38
<b>ARTICLE 32 - NO DISCRIMINATION</b> .....	<b>41</b>

# Table of Contents

Page #

32.01	NO DISCRIMINATION .....	41
32.02	HARASSMENT .....	41
32.03	COMPLAINTS INVESTIGATION.....	41
<b>ARTICLE 33 - EVALUATIONS .....</b>		<b>42</b>
33.01	EVALUATION REPORTS .....	42
33.02	EMPLOYEE REBUTTALS .....	42
<b>ARTICLE 34 - CONTRACTING OUT.....</b>		<b>42</b>
34.01	LAYOFF OF EMPLOYEES.....	42
34.02	EXCEPTIONS .....	42
<b>ARTICLE 35 - WORKLOAD.....</b>		<b>43</b>
<b>ARTICLE 36 - MISCELLANEOUS .....</b>		<b>43</b>
36.01	BADGES AND INSIGNIA .....	43
36.02	LEGAL PICKET LINES.....	43
36.03	VOLUNTEERS.....	44
36.04	PRINTING .....	44
36.05	HEADINGS .....	44
36.06	RETURN OF EMPLOYER PROPERTY TERMINATION .....	44
36.07	EMPLOYER TO REPAIR OR INDEMNIFY.....	45
36.08	REIMBURSEMENT OF LEGAL FEES .....	45
36.09	TOOLS.....	45
36.10	TRANSPORTATION ALLOWANCE .....	45
<b>ARTICLE 37 - DURATION .....</b>		<b>45</b>
<b>MEMORANDUM OF AGREEMENT #1 .....</b>		<b>46</b>
RE:	LONG-TERM DISABILITY PLAN.....	46
<b>MEMORANDUM OF AGREEMENT #2 .....</b>		<b>47</b>
RE:	RATES OF PAY .....	47
<b>WAGE SCHEDULE A – PATIENT CARE .....</b>		<b>48</b>
<b>ADDENDUM #1.....</b>		<b>49</b>
RE:	EXTENDED HEALTH BENEFIT – ARTICLE 28.03 .....	49
<b>ADDENDUM #2.....</b>		<b>55</b>
RE:	DENTAL PLAN – ARTICLE 28.02.....	55
<b>ADDENDUM #3.....</b>		<b>60</b>
RE:	GROUP LIFE INSURANCE PLAN – SUMMARY – ARTICLE 29 .....	60

## **ARTICLE 1 - PURPOSE**

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

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

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

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

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

**2.01** The Employer recognizes the Union as the sole bargaining agent on behalf of the employees for whom the Union

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

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

## **ARTICLE 3 - DEFINITIONS**

**3.01** A regular full-time employee is one who works full-time on a regular scheduled between thirty-five (35) and thirty-seven-and-one-half (37.5) hours per week

An employee who works seven-and-one-half (7½) hours per day on a "4 on and 2 off" schedule on a regular basis shall be considered to be a regular full time employee.

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

**3.03** A casual employee is one who is not regularly scheduled to work other than as described in Article 32.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

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

- (a) To hire employees and to direct the working forces, including the right to decide the number of employees needed by the

Employer or required for any task, to organize and assign the work, to schedule shifts, to maintain order, discipline and efficiency of all operations.

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

## **ARTICLE 5 - UNION DUES**

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

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

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

**5.04** The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.

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

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

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

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

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

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

## **ARTICLE 6 - UNION REPRESENTATION**

### **6.01 Shop Stewards**

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

- (a) Shop Stewards may be appointed by the Union to a maximum of two (2) plus one (1) alternate Shop Steward for

the Bargaining Unit as a whole.

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

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

### **6.03 Bargaining Committee**

A bargaining committee of no more than two (2) employees and three (3) alternates shall be selected by the Union.

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

### **6.05 Union Representative Visits**

The Union shall inform the Employer when a Union representative intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits will not interrupt the operation of the facility and will be at a mutually agreeable time. The Union recognizes the Employer is a contractor on site and Union access to the facility is subject to the Employer obtaining permission from their client.

### **6.06 Bulletin Board**

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

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

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

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

**8.01** On the request of either party, the parties must meet at least once every four (4) months, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by the Agreement.

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

**8.03** Up to two (2) employees who are members of the joint consultation committee shall be granted leave without loss of pay

or receive straight time regular wages while attending meetings of the committee, up to a maximum of two (2) hours' pay.

**8.04** Pay for such meetings will be limited to two (2) hours and employees attending such meetings will not receive overtime wages.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

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

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

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

Such a grievance must be presented and processed in accordance with the steps, time limits and conditions set forth herein.

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

**Step (2)** The grievance shall be reduced to writing within a further seven (7) calendar days by:

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

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

## **9.02 Union Representation**

No Shop Steward, Union Committee member, or employee shall leave his/her work without obtaining the permission of his/her immediate supervisor. The Employer shall be advised of the approximate duration of absence and notified upon return to duties. The Employer agrees that permission will not be unreasonably denied. Employee Shop Steward or Union

Committee member discussions shall take place where residents are not affected.

### **9.03 Grievance Investigations**

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

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

### **9.04 Policy Grievance**

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article to his agreement, the dispute shall be discussed initially with the Employer, his/her designate or the Union within fourteen (14) calendar days of the occurrence.

Where no satisfactory resolution is reached, either party within a further twenty-eight (28) calendar days may submit the dispute to arbitration as set out in Article 10 of this agreement.

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

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

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

### **9.06 Mandatory Time Limits**

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

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

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

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

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

Employees shall have the right to grieve written censures or warnings, and adverse employee appraisals. Employees shall have the right to rebut in writing any disciplinary notice and that rebuttal will be placed in the employee file, but will not be part of the formal disciplinary record.

Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personal record.

## **ARTICLE 10 - ARBITRATION**

**10.01** Where a difference arises between the parties relating to the interpretation application or administration of this Agreement,

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

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

- a. Chris Sullivan
- b. Irene Holden
- c. Julie Nichols
- d. Elaine Doyle

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

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

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

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

### **11.01 Continuous Operation**

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

## **11.02 Hours of Work**

- (a) The hours of work for each regular full-time employee covered by this agreement exclusive of meal times shall be between thirty-five (35) and thirty-seven-and-one-half (37.5) hours per week or an equivalent mutually agreed between the Employer and the Union.
- (b) The base day will be seven-point-five (7.5) hours for the purpose of calculating the accrued credit banks.
- (c) Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- (d) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one-hundred-sixteen (116) days per year (that is, an average of two (2) days per week plus a minimum of twelve (12) Statutory holidays. If at the end of fifty-two (52) weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of one-hundred-and-sixteen (116) days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of one-hundred-and-sixteen (116) days, except that he/she shall not again be paid for any day for which he/she was paid overtime in accordance with Article 12 or Article 13.04.
- (e) Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 12.

## **11.03 Rest and Meal Periods**

### **(a) Rest Periods**

Employees working a full shift shall receive two (2) rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

Employees electing to take these breaks in their work areas shall receive fifteen (15) minute breaks.

**(b) Meal Periods**

All employees covered by the Collective Agreement shall receive a one-half (½) hour meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

**11.04 Split Shifts**

No split shifts shall be worked except in cases of emergency.

**11.05 Part-Time Employees**

The Employer shall eliminate, as far as possible, all part-time employees.

**11.06 Daylight Savings Time Change**

Employees shall be paid for actual hours worked when scheduled to work the nights of the standard/daylight savings time changes. It is understood that this pay will be at straight-time.

**ARTICLE 12 - OVERTIME**

**12.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 11 or who are requested to work on their scheduled off-duty days, shall be paid:

- (1) The rate of time-and one-half of their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled work day and double-time thereafter;
- (2) The rate of double-time of their basic hourly rate of pay for all hours worked on a scheduled day off.

**12.02** Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

**12.03** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 13, the employee shall be paid overtime at the rate of time-and-one-half

(1-1/2) times the premium statutory holiday rate for all hours worked beyond seven-and-one-half (7-1/2) in that day.

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

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

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

**12.05**

(a) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee can be taken as time, up to a maximum of 150 hours. Any overtime earned in excess of 150 shall be paid out in accordance with (c) and (d) below.

Or, an employee may elect to have all authorized overtime taken as pay.

(b) Where an employee elects to take time off, the time off will be taken at a time mutually agreed to by the employee and the Employer, except, banked overtime shall not be taken during the months of July, August and December.

(c) The overtime earned between April 1 and September 30 shall, at the employee's option and in accordance with (a) above be taken as time off or pay, prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the rate at which it was earned.

(d) The overtime earned between October 1 and March 31 shall, at the employee's option and in accordance with (a) above be taken as time off or pay, prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out at the rate at which it was earned.

## **ARTICLE 13 - STATUTORY HOLIDAYS**

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

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

### **13.02 Statutory Holiday Pay**

Employees required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1½) for all hours worked, except for Christmas Day and Labour Day, which shall be paid at two (2) times (double-time) his/her regular rate. In addition an employee shall be provided with:

- (a) another equivalent hours paid day off at a mutually agreed time to be taken within 3 months of being earned, or
- (b) by mutual agreement, an equivalent hours paid day to be added to the employee's next annual vacation, or
- (c) by mutual agreement, the employee may receive payment at the employee's basic rate of pay.

### **13.03 Part Time employees**

- (a) On each pay cheque, part time employees shall be paid in addition to their earnings, four-point-eight percent (4.8%) of their earnings in lieu of statutory holidays.
- (b) A part time employee required to work on a statutory holiday shall be paid at one-and-one-half time (1-1/2 x) for all hours

***Pro Vita Care Management Inc., at Haven Hill Retirement Centre /  
Hospital Employees' Union – March 29, 2021 to March 28, 2024***

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worked on the statutory holiday, except for Christmas Day and Labour Day which will be paid at two (2) times (double-time) his/her regular rate.

**13.04** Employees required to work on scheduled days off will receive pay at the rate of one-and-one-half (1-1/2) for the time worked, but will not have the day off rescheduled.

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

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

**13.07** When an Employee has been on sick leave that is inclusive of one or more working days prior to an Employer scheduled statutory holiday and one or more working days following such Employer scheduled statutory holiday, then the Employer scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 11.02 (e), shall not apply to Employer scheduled statutory holidays rescheduled in accordance with this paragraph. Such rescheduled statutory holidays shall be rescheduled not later than January 31<sup>st</sup> of the year following the year in respect of which they were originally scheduled.

## **ARTICLE 14 - ANNUAL VACATIONS**

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

## **14.02 Vacation Entitlement**

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

- (a) New employees who have been continuously employed at least six (6) months prior to July 1<sup>st</sup> will receive vacation time based on total completed calendar months employed to July 1<sup>st</sup>.

New employees who have not been employed six (6) months prior to July 1<sup>st</sup> will receive a partial vacation after six (6) months' service based on the total completed calendar months employed to July 1<sup>st</sup>.

- (b) Employees with less than two years continuous service shall have earned vacation at 4% (2 weeks/10 work days' vacation).

Employees with three (3) years continuous service to five (5) years continuous service shall have earned vacation at 6% (3 weeks/15 work days' vacation).

Employees with six (6) years continuous service to nine (9) years continuous service shall have earned vacation at 8% (4 weeks/20 work days' vacation).

Employees with ten (10) or more year's continuous service shall have earned vacation at 10% (5 weeks/25 work days' vacation).

## **14.03 Vacation Requests**

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

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

Scheduling of vacation shall be in accordance with seniority within a classification. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Remaining vacation periods will be scheduled in a fair and equitable manner amongst employees within a classification. The approved vacation schedule will be posted at the worksite on or before May 1 in each year.

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

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

A maximum of two (2) weeks of vacation time may be carried forward from one year to another. Employees who wish to carry vacation forward should notify the Employer by April 30<sup>th</sup>.

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

**14.04** Employees are expected to schedule vacation leave in blocks of one or more full weeks. However, requests for vacation leave of less than one (1) week will be considered where valid

reasons exist. Such requests will not be unreasonably denied.

**14.05** Vacation pay to which an employee is entitled shall be paid to the employee at least one (1) calendar day before the beginning of his or her vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice. The amount of his or her vacation pay shall be based on the number of workdays of planned absence due to vacation for each vacation period.

## **ARTICLE 15 - PROBATIONARY EMPLOYEES**

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

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

## **ARTICLE 16 - SENIORITY**

**16.01** Seniority is defined as the employee's hours of work since the employee's most recent date of hire. Seniority can only be accumulated to a maximum of 1,950 hours per year.

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

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

- (a) the employee quits;
- (b) the employee retires;
- (c) the employee is discharged for just cause and is not reinstated;
- (d) the employee is absent from work without permission for more than three (3) consecutive working days or more unless an explanation satisfactory to the Employer is given by the employee for both the absence and the failure to request permission;
- (e) the employee overstays a vacation or leave of absence without securing a written extension of such leave of absence or vacation from the appropriate Director, unless an explanation satisfactory to the Employer is given by the employee for both the need for the extension and the failure to request same;
- (f) the employee utilizes a leave of absence for purposes other than those for which it was granted;
- (g) the employee fails to return to work without an acceptable reason immediately after the Employer has been notified by a physician, an insurer or WorkSafe BC that the employee is able to return to work;
- (h) if the employee is recalled to work and fails to return within four (4) days of being telephoned or having notice of recall delivered by registered mail to the employee's home address. Such mailing shall be to the last address of the employee that the Employer has in its files for that employee and such mailings shall be deemed to have been received by the employee.

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

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

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

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

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

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

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

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

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

**17.03** The Employer reserves the right to fill any position on a temporary basis for a period not to exceed sixty (60) days or while

the posting process is underway and until the final selection is made.

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

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

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

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

## **ARTICLE 18 - JOB DESCRIPTIONS**

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

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

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

## **ARTICLE 19 - TECHNOLOGICAL CHANGE**

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

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

### **20.01 Layoff**

A layoff shall be defined as a cessation of employment or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer. A reduction of hours shall not be considered to be a layoff.

In the event of a layoff, employees shall be laid off in reverse order of seniority.

### **20.02 Notice of Layoff**

Employees who are laid off who have acquired seniority shall receive notice as follows:

- (a) one (1) weeks' notice after three (3) consecutive months of employment; or
- (b) two (2) weeks' notice after twelve (12) consecutive months of employment.

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

### **20.03 Notice Not Required**

The Employer is not required to give notice to an employee who is:

- (a) terminated for cause;
- (b) hired for a project or temporary position;
- (c) offered and refuses alternative employment; or

where the Employer can establish that the lay-off results from an act of God, fire or flood.

### **20.04 Bumping Rights**

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

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

### **20.05 Recall**

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

## **20.06 Seniority Retention**

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

- (a) If laid off after three (3) months' continuous employment – up to three (3) months; or
- (b) If laid off after twelve (12) or more months' continuous employment – up to one (1) year.

## **ARTICLE 21 - EDUCATION**

### **21.01 Employer Requested Leave**

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

### **21.02 In-Service Education**

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

## **ARTICLE 22 - LEAVE OF ABSENCE**

### **22.01 Maternity Leave**

- a) Maternity leave shall not constitute cause for dismissal.
- b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

- c) A pregnant employee who requests maternity leave is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins:
  - (i) no earlier than 13 weeks before the expected birth date, and
  - (ii) no later than the actual birth date and ends no later than 17 weeks after the leave begins.
- d) An employee who requests leave after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- e) An employee who requests leave after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- f) An employee who requests leave is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends consistent with (c), (d) and (e).
- g) A request for leave must:
  - (i) be given in writing to the employer,
  - (ii) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
  - (iii) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (f).
- h) If an employee on leave under subsection (c) or (d) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

## **22.02 Parental Leave**

- a) An employee who requests leave under paragraph (i), (ii), or (iii) of this article is entitled to:
  - (i) for a parent who takes leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and the employee agree otherwise, immediately after the end of the leave taken under article 22.01 above.
  - (ii) for a parent, other than an adopting parent who does not take leave under article 22.01 above, in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children,
  - (iii) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under a) above.
- c) A request for leave must:
  - (i) be given in writing to the employer,
  - (ii) if the request is for leave under (a) (i) or (ii) above be given to the employer at least 4 weeks before the employee proposes to begin leave, and
  - (iii) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- d) An employee's combined entitlement to leave under articles 22.01 and 22.02 is limited to 78 weeks plus any additional leave the employee is entitled to under article 22.01 (f) and 22.02 (b).

### **22.03 Compassionate Care Leaves**

Compassionate Care Leaves shall be granted in accordance with the terms set out in the *Employment Standards Act*.

### **22.04 Bereavement Leave**

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

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

### **22.05 Jury Duty**

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

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

### **22.06 Election Leave**

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

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

### **22.07 Family Leave**

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

### **22.08 Unpaid Leave of Absence**

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

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, unless benefit continuation is required by the *Employment Standards Act*, the employee shall not accumulate benefits from the twenty-first (21<sup>st</sup>) day of the unpaid leave to the last day of the unpaid leave

but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

## **22.09 Union Leave**

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

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

Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave. Requests for bargaining-related union leave will not be unreasonably denied.

## **ARTICLE 23 - SICK LEAVE**

**23.01** Regular full-time employees will receive sick leave credits at the rate of one-and-one-half (1-1/2) days for every two (2) months of paid service up to a maximum of one-hundred (100)

hours. Regular part-time employees will receive sick leave credits for every two (2) months of paid service prorated by the hours worked to a maximum of one-hundred hours (100) hours.

**23.02** Accumulated sick leave not used in a calendar year will be carried forward to the next year, to a maximum of 100 hours banked. Any amount of sick leave accumulated beyond 100 hours will be paid out on January 17<sup>th</sup> of each year.

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

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

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

**23.05** Regular employees transferring to casual status shall have their earned sick leave banks frozen until such time as the employee is reinstated as a regular employee. Regular employees will be paid out their banked sick leave credits upon termination.

## **ARTICLE 24 - SHIFT PREMIUM**

**24.01** Employees working the night shift shall be paid a shift differential of one-dollar-and-twenty-five cents (\$1.25) per hour for the entire shift worked.

**24.02** Employees working the evening shift shall be paid a shift differential of seventy cents (\$0.70) per hour for the entire shift worked.

**24.03** Night shift is defined as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours). Evening shift is defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnights (2400 hours).

## **ARTICLE 25 - HEALTH AND SAFETY**

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

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

**25.03** 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 Committee or to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the Occupational Health and Safety Regulations.

**25.04** Where the Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of WorkSafeBC. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents,

WHMIS and the role and function of the Committee. The committee will foster knowledge and compliance with Occupational Health and Safety Regulations by all staff.

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

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

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

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

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

## **ARTICLE 26 - WAGES**

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

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

## **ARTICLE 27 - EMPLOYEE FILE**

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

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

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

Employees shall have the right to rebut in writing any document, including but not limited to disciplinary notices and evaluations, in their human resources file. Such rebuttals, other than grievances, shall be attached to the document and placed in the personnel file.

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

## **ARTICLE 28 - HEALTH CARE PLANS**

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

Employees scheduled twenty (20) or more hours a week on a regular basis shall be eligible for those benefits as outlined in the Employer's benefit program.

### **28.01 Dental Plan**

Eligibility shall be after 31 days in a regular position. For employees still in their probationary period, coverage will commence immediately upon completion of their probationary period.

- (a) Employees shall be provided with dental plan covering one-hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per eligible employee or eligible dependent with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) Premium costs for the dental plan shall be cost shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

### **28.02 Extended Health Care Plan**

Eligibility shall be after 31 days in a regular position. For employees still in their probationary period, coverage will commence immediately upon completion of their probationary period.

- (a) For employees and their families premium costs for the Extended Health Care Plan shall be cost shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee. The maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited.

(b) There shall be coverage for eye glasses and hearing aids. The allowance for vision care will be \$250 for prescription eye glasses or contact lenses every twenty-four (24) months per eligible employee or eligible dependent

The allowance for hearing aids will be \$600 every forty-eight (48) months per eligible employee or eligible dependent.

### **28.03 Disputes**

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

## **ARTICLE 29 – GROUP LIFE INSURANCE**

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

## **ARTICLE 30 – GROUP REGISTERED RETIREMENT SAVINGS PLAN (RRSP)**

Regular employees shall be covered by the provisions of a Group RRSP Plan.

All regular employees shall be required to join the Group RRSP. Contribution rates shall be two percent (2%) Employer matched with a two percent (2%) Employee contribution.

Employees shall be able to increase their contribution rate above 2%, but any rate amount exceeding the 2% noted above shall not be matched by the Employer. Contributions shall be through

payroll deduction.

## **ARTICLE 31 - CASUALS**

### **31.01**

- (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, or for other intermittent, non-recurring work, provided that a casual employee shall not be used for a period of excess of sixty (60) calendar days in any one position.
- (b) Casual employees shall be called in to work in the order of seniority subject to their availability. A separate seniority list will be established for the call-in of casual employees and part-time employees registering for casual work.
- (c) The probationary period for casual employees shall be fifty (50) shifts worked.

### **31.02**

- (a) Part-time employees may register for casual work in accordance with this Article. For the purpose of casual call-in, part-time employees are not eligible for any casual shift hours which overlap with their regular shifts or which would result in daily or weekly overtime.
- (b) Part-time employees will be placed on the casual registry in accordance with their seniority.

### **31.03**

- (a) A regular employee shall be entitled as of right, to transfer to casual status. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees.
- (b) Earned banks not available to casual employees shall be frozen until such time as a casual employee is re-instated as a regular employee, at which time they will be entitled to access their banks.
- (c) Frozen sick leave banks will not be paid out to casual employees upon termination.

### **31.04**

- (a) Part-time and casual employees shall submit in writing, by the first day of each month, their availability for the following month. The Employer shall only be obliged to call an employee for those days and shifts which the employee has identified as available. Casual employees who have not been available for work for three (3) consecutive months may have their employment terminated.
- (b) All hours worked by part-time regular employees accumulate for the purposes of sick leave and all benefits.
- (c) A casual employee may become a regular employee only by successful bidding into a permanent vacancy in respect of which there is no present regular incumbent.

### **31.05 Call In**

- (a) Employees on the casual list shall be called to work in order of seniority as follows:
- Subject to 30.04(b), the Employer shall call by telephone only those employees designated as available for the shift or block of shifts being assigned.
  - For each available shift or block of shifts, only one call need be made to any employee provided that the telephone is permitted to ring a minimum of four (4) times.
  - In the event that a pager number is called or an answering machine is in place, a message will be left relaying the date, day, and time of the call.
  - If an employee fails to answer or declines the offer, the next person on the list shall be called.
  - If an employee returns a call from a message left and the shift remains unfilled, the shift shall be offered to that employee.
  - A record of calls will be maintained.
  - The seniority list for call in shall be updated quarterly. Time accumulated in a current period shall not be reckoned until the next adjustment date. Within two (2) weeks of each adjustment date, the Employer shall provide the Union with a revised copy of the call in seniority list in an electronic

format, such as Microsoft Excel, and will be provided securely in an agreed upon fashion.

- Casual employees hired after a seniority adjustment date shall be added to the list in the order they were hired.
  - A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as a regular employee.
  - If a casual employee declines a shift or block of shifts for which he/she has indicated he/she is available on three (3) during any sixty (60) day period, the casual employee will be deemed to have resigned from his/her employment with the Employer and removed from the casual seniority list.
- (b) Where the available block of shifts is anticipated to be a duration of thirty (30) calendar days or more, but less than sixty (60) calendar days, the Employer will first offer the temporary vacancy to employees on the casual call in list on the basis of seniority without regard to their stipulated availability.

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

### **Hours of Work**

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

### **Wages**

Casual employees shall be paid the probationary rate until they have completed the probationary period fifty (50) shifts worked. No current casual employee will have their wage reduced as a result of this Article.

### **Benefits**

- (a) Upon completion of the probationary period, casual employees who work an average of 15 hours per week or an average of 120 hours every 2 months, shall be given the option to enroll in the following plans:

- i Dental Plan
- ii Extended Health Plan

An employee who makes an election under this provision must enroll in each of the benefit plans and pay 100% of the premium costs.

- (b) The Employer will deduct the benefits premium cost through a payroll deduction.
- c) With the exception of illness or injury, where a casual employee makes themselves unavailable for work for a period of 3 months or more, they will be terminated from enrolment in the plan and will not be eligible to re-enroll.
- d) Where a casual employee elects to withdraw from the plan, fails to make the required premiums, or fails to maintain an average of 15 hours per week or an average of 120 hours every two months, the employer will terminate the benefits. These employees will only be entitled to re-enroll in the plan between December 1 and December 15, for benefits effective on January 1 of the following year. Employees re-enrolling in the plans may be subject to a 3-month waiting period by the benefit provider.
- (e) Notwithstanding (a) above, regular employees transferring to casual status shall be entitled to enroll in the benefit plan, subject only to working of 15 hours per week or an average of 120 hours every 2 months.

### **Vacation and Statutory Holiday Pay**

Casual employees shall receive ten-point-eight percent (10.8%) of their straight-time pay in lieu of scheduled vacation and statutory holidays, to be paid on each pay day.

### **Paid and Unpaid Leave**

Casual employees are not entitled to paid or unpaid leaves of absence.

## **Layoff and Recall**

Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the workforce due to economic circumstances. Laid off casual employees shall retain their seniority for six (6) months subject to which they will be reinstated to the casual list in order of their seniority when it becomes necessary to expand the workforce.

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

## **ARTICLE 32 - NO DISCRIMINATION**

### **32.01 No Discrimination**

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

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

### **32.02 Harassment**

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

### **32.03 Complaints Investigation**

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

**32.04** The Employer, the employees and the Union agree that where there is a complaint under 30.01 or 30.02 above that could be adequately remedied in a single forum, no multiple forum complaints shall be filed.

## **ARTICLE 33 - EVALUATIONS**

### **33.01 Evaluation Reports**

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

### **33.02 Employee Rebuttals**

Employees shall have the right to rebut in writing any evaluation. Such rebuttals, other than grievances, shall be attached to the evaluation and placed in the personnel file. Rebuttals must be submitted along with the signed evaluation during the aforementioned seven (7) day period.

## **ARTICLE 34 - CONTRACTING OUT**

### **34.01 Layoff of Employees**

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

### **34.02 Exceptions**

The Employer has the right to contract for services when:

- (a) The Employer does not have the equipment or facilities necessary to provide the required service, or

- (b) The Employer does not have employees who perform such work or are qualified in such work, or
- (c) An emergency exists.

## **ARTICLE 35 - WORKLOAD**

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

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

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

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

## **ARTICLE 36 - MISCELLANEOUS**

### **36.01 Badges and Insignia**

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

### **36.02 Legal Picket Lines**

Refusal to cross a picket line that is legally established pursuant to 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 absent without pay.

### **36.03 Volunteers**

It is agreed that Volunteers have a role in this retirement community and are an important link to the residents being served. It is understood that members of the immediate family of residents shall not be considered Volunteers for the purposes of this Article.

It is further agreed that Volunteers engaged by the Employer will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers engaged by the Employer will not result in the lay-off or reduction of hours of employees in the bargaining unit; nor will Volunteers engaged by the Employer be used to fill established positions within the bargaining unit.

### **36.04 Printing**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason the Union shall print sufficient copies of the Agreement and the costs will be shared equally between the parties.

### **36.05 Headings**

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

### **36.06 Return of Employer Property Termination**

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

### **36.07 Employer to Repair or Indemnify**

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

### **36.08 Reimbursement of Legal Fees**

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

### **36.09 Tools**

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

### **36.10 Transportation Allowance**

An employee will not be required to use their own vehicle for the Employer's business. If an employee is requested to use their own vehicle for Employer business, s/he shall be reimbursed fifty-two cents (\$0.52) per kilometer or the rate established by the Employer's policy, whichever is greater.

## **ARTICLE 37 - DURATION**

Unless specified otherwise, all provisions of this Agreement are effective date of ratification up to and including March 29, 2021 – March 28, 2024. The parties agree to exclude the operations of the provisions of Sections 50(2) and (3) of the *Labour Relations Code*.

**MEMORANDUM OF AGREEMENT #1**

**RE: Long-Term Disability Plan**

Any employee on LTD prior to September 1, 2010 will continue to be covered in all aspects with no change to any provision related to LTD.

**Signed on behalf of the  
Union:**

**Signed on behalf of the  
Employer:**

  
\_\_\_\_\_  
**Maire Kirwan**  
Coordinator of Private Sector

  
\_\_\_\_\_  
**Grady Tyler**  
Chief Spokesperson

6.08.21  
\_\_\_\_\_  
**Date signed**

6/22/21  
\_\_\_\_\_  
**Date signed**

**MEMORANDUM OF AGREEMENT #2**

**RE: Rates of Pay**

The parties acknowledged that they have not entered into wage rate discussions.

The parties further agree, that should the single site levelled up wage rates be terminated by the government prior to the collective agreement expiring, the parties will re-open the collective agreement to discuss wage rates.

No other article of the collective agreement will subject to the wage re-opener discussions, unless mutually agreed to by the parties.

**Signed on behalf of the  
Union:**

**Signed on behalf of the  
Employer:**

  
\_\_\_\_\_  
**Máire Kirwan**  
Coordinator of Private Sector

  
\_\_\_\_\_  
**Grady Tyler**  
Chief Spokesperson

**6.08.21**  
\_\_\_\_\_  
**Date signed**

**6/22/21**  
\_\_\_\_\_  
**Date signed**

**WAGE SCHEDULE A – PATIENT CARE**

Job Category	Steps	Current	July 1, 2017	July 1, 2018	July 1, 2019
			1% G.W.I.	1.25% G.W.I.	1.45% G.W.I.
<b>LPN</b>	Start	\$ 24.28	\$ 24.52	\$ 24.83	\$ 25.19
	Post-probation	\$ 25.55	\$ 25.81	\$ 26.13	\$ 26.51
	After 1950 hrs	\$ 26.61	\$ 26.88	\$ 27.21	\$ 27.61
<b>Care Aide (RCA)</b>	Start	\$ 18.88	\$ 19.07	\$ 19.31	\$ 19.59
	Post-probation	\$ 19.86	\$ 20.06	\$ 20.31	\$ 20.60
	After 1950 hrs	\$ 20.69	\$ 20.90	\$ 21.16	\$ 21.46
<b>Recreation Aide</b>	Start	\$ 18.21	\$ 18.39	\$ 18.62	\$ 18.89
	Post-probation	\$ 19.16	\$ 19.35	\$ 19.59	\$ 19.88
	After 1950 hrs	\$ 19.96	\$ 20.16	\$ 20.41	\$ 20.71

- Employees currently earning a wage rate higher than the above-noted rates will be red-circled (i.e., rate to be maintained until the wage grid meets or exceeds their current rate).
- Probationary employees will earn \$0.50/hour below the above-noted rates until they complete probationary period.
- Any retroactive wages will only be paid to those actively employed on the date of ratification.

## **ADDENDUM #1**

### **RE: Extended Health Benefit – Article 28.03**

#### **Preamble**

Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions. All benefits for employees covered by the benefit plan are subject to the Collective Agreement, as well as other relevant plan documents.

#### **Amount of Benefit**

There is a \$25 calendar year deductible for this benefit per person or family. Receipts exceeding \$25 in a calendar year will be reimbursed as follows:

- 80% of eligible expenses under \$1,000 in a calendar year
- 100% of eligible expenses over \$1,000 in a calendar year
- 100% of eligible out-of-province/out-of-country emergency expenses.

The maximum lifetime amount payable per person is unlimited.

Note: If, in a calendar year, eligible expenses do not exceed the deductible, expenses during the last three (3) months of that year may be applied against the deductible for the next calendar year.

#### **Eligible Expenses**

This Extended Health benefit covers the following expenses when incurred by the employee or dependents as a result of the necessary treatment of an illness or injury.

Visits to paramedical practitioners eligible under the BC Medical Services Plan will only be reimbursed based on a percentage of the applicable user (patient visit) fee.

Out-of-Province/Out-of-country Emergencies - In the event of an emergency while travelling outside of BC/outside of Canada, the Extended Health benefit covers:

1. Reasonable charges for physician's services, less any amounts paid or payable by BC Medical Services Plan.
2. Hospital room charges, less any amounts paid or payable by BC Hospital Programs. This benefit included charges for private or semi-private rooms (if actually occupied and if a ward room is not available, or if required by a physician) and short stays as well as hospital co-coverage, but not including rental of TV, telephone, etc.
3. Worldwide Emergency Medical Assistance (MediAssist) emergency referral services for travellers.

Note: Emergencies and non-emergency referrals to other provinces (except Quebec) are covered by the BC Medical Services Plan as if the expenses had been incurred in BC.

Acupuncturist - Fees of an approved licensed acupuncturist up to \$100\* per person per year when services are obtained in BC.

Ambulance - Cost of an ambulance in an emergency from the place where the sickness or injury occurs to the nearest acute care hospital with adequate facilities to provide the required treatment (including transportation by railroad, boat or airplane - or air- ambulance in an acute emergency). This benefit also covers the round trip fare for one attending person (doctor, nurse, first aid attendant) where necessary.

Chiropractor - Fees of a chiropractor up to \$200\* per person per year, but not including the cost of x-rays taken by a chiropractor.

Dentist - Fees of a dentist for repairs, including replacement, of natural teeth which have been injured accidentally while the person is insured under this Extended Health benefit. The treatment needed must be obtained within one (1) year of the date of the accident. Orthodontic services are not covered under this

***Pro Vita Care Management Inc., at Haven Hill Retirement Centre /  
Hospital Employees' Union – March 29, 2021 to March 28, 2024***

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Extended Health benefit, neither are any amounts paid or payable by a dental benefit or any charges which exceed the Fee Schedule of the benefits plan.

Diabetic Supplies - Testing equipment, including glucose meters for management of diabetes.

Employment Medicals - Charges of a physician for a medical examination required by a statute or regulation of government for employment purposes, providing such charges are not payable by the Employer.

Hearing Aids - Cost of purchasing hearing aids when prescribed by a certified Ear, Nose and Throat specialist. The maximum of \$600\* per person in each 48 month period. This benefit includes repairs, but does not include payment for maintenance, batteries, re-charging devices or other such accessories.

Hospital Room Charges - Charges for occupying a private or semi-private room in a BC acute care hospital, but not including rental of TV, telephone, etc.

Massage Therapist - Fees of a registered massage therapist to a maximum of \$450 per year.

Medical Referral Transportation - Cost of travel for an employee or eligible dependent for medical treatment by a physician, where it is determined by the attending physician that adequate treatment is not available locally, up to limits specified by current benefits carrier.

Naturopathic Physician - Fees of a naturopathic physician up to \$200\* per person per year, but not including the costs of x-rays by a naturopathic physician.

Orthopaedic Shoes - Defined as “shoes which are not available for general purchase and which are intended to modify, or correct,

a disability". Includes orthotics. One (1) pair per person, with replacements covered only when required due to normal wear. Must be prescribed by a physician or podiatrist.

Paramedical Items and Prosthetic Devices - Oxygen, blood, blood plasma, artificial limbs or eyes, crutches, splints, casts, trusses, braces, ostomy and ileostomy supplies.

Physiotherapist - Fees of a registered physiotherapist to a maximum of \$450 per year.

Podiatrist - Fees of a registered podiatrist up to \$200\* per person per year, but not including the costs of x-rays taken by a podiatrist.

Prescription Drugs - Cost of prescription drugs purchased from a licensed pharmacy. Reimbursement of eligible drugs and medicines are subject to PharmaCare's low cost alternative and reference based pricing payment policies. This benefit does not include lifestyle drugs and medicines as determined by the current benefits provider. This benefit does not cover drugs for contraceptive purposes, erectile dysfunction drugs, vitamin injections, food supplements, drugs which can be bought without a prescription, medications used to treat or replace an addiction or habituation, or drugs which have not been approved under the *Food and Drugs Act* for sale and distribution in Canada.

Prescription Drug Direct Pay Card - In the administration of the extended health care plan a prescription drug direct pay card will be provided to apply to pharmacies on-line with the current benefits carrier. For those pharmacies that are not on-line and for claims incurred prior to the implementation of the direct pay system, employees must submit claims manually to the benefit carrier.

Registered Nurse - Fees of a Registered Nurse (who is not related to the employee) for special duty nursing in acute cases where the service is recommended by a physician. If the service is

***Pro Vita Care Management Inc., at Haven Hill Retirement Centre /  
Hospital Employees' Union – March 29, 2021 to March 28, 2024***

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performed in a hospital, this benefit does not cover the fees of a Registered Nurse who is employed by the hospital.

Rental of Medical Equipment - Rental costs, unless purchase is more economical, of durable medical equipment including hospital beds. Wheelchairs or scooters are eligible expenses only if a physician certifies that these appliances are the sole means of mobility. Electric wheelchairs are covered only when the physician certifies that the patient cannot operate a manual chair.

Speech Therapist - Fees of a speech therapist when referred by a physician, up to \$100\* per person per year.

Surgical Stockings and Brassieres - Two (2) pairs of stockings per person per year; one (1) brassiere per person per year when required as a result of treatment for injury or illness.

Vision Care - Cost of prescription eyeglasses and/or frames, or prescribed contact lenses. The maximum is \$250\* per person every 24 months.

Wigs or Hairpieces - Cost of wigs or hairpieces when required as a result of medical treatment or injury, up to a lifetime maximum of \$500\* per person.

\* The employee will be reimbursed up to 80% of this maximum (after the \$25 deductible has been satisfied for the calendar year).

## **EXCLUSIONS**

The Extended Health benefit does not cover the following:

1. Charges for benefits, care or services payable by or under the BC Medical Services Plan, PharmaCare, Hospital Programs, or any public or tax supported agency. This applies in all cases, whether a claim is made or not.
2. Charges for benefits, care or services payable by or under any other authority such as ICBC, travel coverage plans, etc. This applies in all cases, whether a claim is made or not.

3. Charges for a physician except as described in Eligible Expense for out-of-province/out-of-country emergencies.
4. Charges for dental services except as described in Eligible Expense for Dentist.
5. Expenses contributed to, or caused by, occupational disabilities which are covered by the Workers' Compensation Board.
6. Charges of a registered psychologist.
7. Charges for services and supplies of an elective (cosmetic) nature.
8. Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.
9. Expenses resulting from injury or illness which was intentionally self-inflicted, while sane or insane.
10. Any portion of a specialist's fee not allowable under the BC Medical Services Plan due to non-referral, or any amount of fees charged by any practitioner in excess of the recognized fees for such service.
11. Charges for batteries and re-charging devices.
12. Expenses relating to the repatriation of a deceased employee and/or dependent.
13. Expenses incurred by a pregnant person while travelling outside of Canada within twenty-one (21) days of expected delivery date.

## **ADDENDUM #2**

### **RE: Dental Plan – Article 28.02**

#### **Preamble**

Please note that this document is only a summary and is presented FOR INFORMATION PURPOSES ONLY subject to errors and omissions. All benefits for employees covered by the Benefits plan are subject to the Collective Agreement, and other relevant benefits documents.

This dental benefit will reimburse the dentist for the following:

- 100% Services (Part “A”).
- 60% of Major Reconstruction Services (Part “B”).
- 60% of Orthodontic Services (Part “C”); lifetime maximum is \$2,750 per eligible employee or dependent.

#### **Eligible Expenses**

This dental benefit covers those services which are routinely provided to eligible employees and dependents in offices of general practicing dentists in BC.

The amounts paid for such services are set out in the Benefits carrier documents. When performed by a specialist (on referral by a general practicing dentist), the fee paid is the amount paid to a general practicing dentist plus 10%.

Eligible expenses under this dental benefit are as follows:

#### **PART “A” - BASIC SERVICES**

Part A covers those services required to maintain teeth in good order and to restore teeth to good order.

The Plan will pay 100% of:

### **Diagnostic Services**

Procedures to determine the dental treatment required, including the following:

1. Examinations and consultations;
2. Two (2) standard examinations per calendar year;
3. One (1) complete examination in any three (3) year period, provided that no other examination has been paid by this Plan on the employees behalf in the preceding six (6) months;
4. X-rays, up to the maximum established by the benefits plan for the calendar year;
5. Full mouth x-rays once in any three (3) year period.

### **Endodontic Services**

- Root canals;
- Major Restorative Services;  
Inlays, onlays and gold foils, but only when no other material can be used satisfactorily. Pre-approval by the benefits carrier is recommended. If gold is used whether another material can be used, the employee will be responsible for additional costs.

### **Periodontic Services**

Procedures for the treatment of gums and bones surrounding and supporting the teeth, but not including tissue grafts.

### **Preventive Services**

Procedures to prevent oral disease, including the following:

1. Cleaning and polishing of teeth (prophylaxis) twice in any calendar year.
2. Fluoride application twice in any calendar year.
3. Space maintainers intended to maintain space but not to obtain more space.
4. Sealants (pits and fissures); limited to once per tooth within a two (2) year period.

### **Repairs to Bridges and Dentures (Prosthetics)**

Procedures for the repair of bridges, as well as the repair or relines of dentures by either a dentist or a licensed dental mechanic. Relines will not be covered more often than once in any two (2) year period. Costs of temporary dentures are not eligible for payment.

### **Restorative Services**

- Procedures for filling teeth, including stainless steel crowns.
- If the employee chooses to have white fillings in back teeth, she/he will be responsible for any additional costs.

### **Surgical Services**

Procedures to extract teeth as well as other surgical procedures performed by a dentist.

## **PART “B” - MAJOR RECONSTRUCTION**

Part B covers those services required for major reconstruction or replacement of deteriorated or missing teeth. A service provided under Part B is eligible for payment only once in any five (5) year period.

### **The Plan will pay 60% of: Crowns**

Rebuilding natural teeth where other basic material cannot be used satisfactorily. Certain materials will not be authorized for use on back teeth. Pre-approved by the benefits carrier is recommended.

### **Dentures (Removable Prosthetics)**

The artificial replacement of missing teeth with dentures: full upper and lower dentures or partial dentures of basic, standard design and materials. Full dentures may be obtained from either a dentist or licensed dental mechanic. Partial dentures may only be obtained from a dentist.

### **Crowns and Bridges (Fixed Prosthetics)**

The artificial replacement of missing teeth with a crown or bridge.

## **PART “C” - ORTHODONTICS**

Part C covers those services required to straighten abnormally arranged teeth. Pre-approval by the benefits carrier is necessary.

The Plan will pay 60% of:

### **Braces**

Up to a lifetime maximum of \$2,750 per person. Costs of lost or stolen braces are not eligible for payment.

To be eligible for orthodontic services, the employee must have been enrolled in this dental benefit for twelve (12) months.

## **EXCLUSIONS**

The dental plan benefit does not cover the following:

1. Cosmetic dentistry, temporary dentistry, oral hygiene instruction, tissue grafts, drugs and medicines.
2. Treatment covered by the Workers' Compensation Board, BC Medical Services Plan, or other publicly supported plans.
3. Services required as a result of an accident for which a third Party is responsible.
4. Charges for completing forms.
5. Implants.
6. Fees in excess of the benefits carrier fee schedule or fees for services which are not set out in the Dental Fee Schedule.
7. Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.
8. Expenses resulting from intentionally self-inflicted injuries, while sane or insane.
9. Charges for unkept appointments.
10. Charges necessitated as a result of a change of dentist, except in special circumstances.
11. Room charges and some anaesthetics.
12. Expenses incurred prior to eligibility date or following termination of coverage.
13. Charges for services related to the functioning or structure of the jaw, jaw muscle, or temporomandibular joint.

***Pro Vita Care Management Inc., at Haven Hill Retirement Centre /  
Hospital Employees' Union – March 29, 2021 to March 28, 2024***

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If the employee is eligible for coverage under more than one (1) dental plan, the benefits carrier will coordinate the benefits so that total payments received will not exceed the expenses actually incurred.

## **ADDENDUM #3**

### **RE: Group Life Insurance Plan – Summary – Article 29**

The Union and Employer agree that the group life insurance plan shall be governed by the terms and conditions set forth below.

#### **Section 1 Eligibility**

Regular full-time and regular part-time employees shall, upon completion of the three-month probationary period, become members of the Group Life Insurance Plan as a condition of employment.

#### **Section 2 Benefits**

The Plan shall provide basic life insurance in the amount of fifty-thousand dollars (\$50,000) and standard 24 hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On termination of employment (including retirement) coverage shall continue without premium payment for a period thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of her/his group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standards rates at the time, without medical evidence.

#### **Section 3 Premiums**

Premium costs shall be shared sixty percent (60%) by the Employer and forty percent (40%) by the Employee.

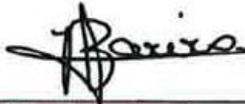
**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**Máire Kirwan**  
Coordinator of Private Sector

  
\_\_\_\_\_  
**Grady Tyler**  
Chief Spokesperson

  
\_\_\_\_\_  
**Dawn Buote**  
Bargaining Committee Member

  
\_\_\_\_\_  
**Rebecca Jarvis**  
Director of Human Resources  
& Benefits

  
\_\_\_\_\_  
**Mona Simpson**  
Bargaining Committee Member

**6.08.21**  
\_\_\_\_\_  
**Date signed**

**6/22/21**  
\_\_\_\_\_  
**Date signed**