

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PRO VITA CARE MANAGEMENT INC.  
LYNN VALLEY CARE CENTRE**



**AND**

**HOSPITAL EMPLOYEES' UNION**



**JULY 8, 2021 – JULY 7, 2024**

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**THIS AGREEMENT ENTERED INTO AS OF THE  
8<sup>th</sup> DAY OF July, 2021**

**BETWEEN:**

**PRO VITA CARE MANAGEMENT INC.  
LYNN VALLEY CARE CENTRE  
(the “Employer”)**

**AND**

**HOSPITAL EMPLOYEES’ UNION  
(the “Union”)**

**ARTICLE 1 - PURPOSE**

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

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

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 basis for thirty-five (35) hour per week or more.

An employee who works seven-and-one-half (7.5) hours per day on a "4 on and 2 off" schedule on a regular basis shall be considered to be a regular full-time employee.

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

**3.03** A casual employee is one who is not regularly scheduled to work other than as described in Article 29.

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

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

- (a) To hire employees and to direct the working forces, including the right to decide the number of employees needed by the Employer or required for any task, to organize and assign the work, to schedule shifts, to maintain order, discipline and efficiency of all operations.
- (b) To discipline or discharge employees for proper cause.
- (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 1<sup>st</sup> of the year following each taxation year.

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

operation, then 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 duties.

### **6.03 Bargaining Committee**

A bargaining committee of no more than three (3) employees and one (1) alternate may be selected by the Union.

**6.04** The Union and/or the employees covered by this Agreement will not engage in Union activities during working hours or hold meetings at any time on the premises of the 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 times 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 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) Mark Atkinson
- 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** It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, number of days of work per week nor as a guarantee of work schedules.

The workweek shall provide for continuous operation Sunday through Saturday.

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

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

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

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

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

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

Employees are entitled to the following rest and meal breaks:

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

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

## **ARTICLE 12 - OVERTIME**

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

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

**12.02** Overtime shall be paid at the rate of time-and-one-half (1.5x) for all hours worked beyond eight (8) hours in a day, and double-time (2x) for hours worked beyond eleven (11) in a day.

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

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

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

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

The Employer will not be required to call in an employee when the anticipated overtime can be 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.

## **ARTICLE 13 - STATUTORY HOLIDAYS**

**13.01** Employees will be entitled to ten (10) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments.

New Years' Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day

BC Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day

### **13.02 Statutory Holiday Pay**

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

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

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

**13.03** Employees who qualify for statutory holiday pay under Article 13.02 shall not receive statutory holiday pay if:

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

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

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

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

## **ARTICLE 14 - ANNUAL 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** Employees will be entitled to vacation time and vacation pay as follows:

- (a) Employees with one (1) or more years of continuous service shall have earned three (3) weeks' vacation at six percent (6%) vacation pay, based on gross earnings.
- (b) Employees with five (5) or more years of continuous service shall have earned four (4) weeks' vacation at eight percent (8%) vacation pay, based on gross earnings.

### **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 by no later than January 31st to be scheduled for the vacation calendar year of April 1-March 31. 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 February 28th 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 February 28<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 March each 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. Such matters will not be subject to the Grievance Procedure, provided the Employer acts in good 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, and shall accumulate based on straight-time hours.

**16.02** Straight-time hours for the purposes of this Article shall also include:

- a) paid holidays;
- b) paid vacation;
- c) leave while in receipt of wage-loss benefits under the Workers' Compensation Act;
- d) paid sick leave; and
- e) approved leaves under Article 22.

**16.03** Seniority can only be accumulated to a maximum of 1,950 hours per year.

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

**16.05** 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 WorkSafeBC 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.

**16.06** 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 thirty (30) 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.

**16.07** 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.

**16.08** 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.

**17.07** An employee who is temporarily assigned to work in a higher classification will receive the higher rate for a scheduled shift or longer.

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

## **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 / Adoption Leave**

- (a) An employee who requests leave under paragraph (i), (ii), or (ii) 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 22.02 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 Family Responsibility Leave**

- (a) Employees may request, up to two (2) consecutive days of paid sick leave or unpaid leave shall be granted to employees in each employment year to attend to the care, health or education of a child or a dependent in the employee's care, or to the care or health of any other member of the employee's immediate family. Immediate family for this article means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

While the importance of family related leave is recognized, the employees acknowledge and agree to supply the appropriate information, including documentation to support the request in accordance to ESA requirements when required by the Employer.

- (b) Notwithstanding (a) above, under the *Employment Standards Act* employees are entitled to a further three (3) days unpaid leave in each employment year to attend to the care, health or education of a child or a dependent in the employee's care, or to the care or health of any other member of the employee's immediate family. Immediate family for this article means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

## **22.04 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.

## **22.05 Bereavement Leave**

Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child (including miscarriage or stillborn child of 20 weeks or later not covered by pregnancy leave), stepchild, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and any person 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.

In the event of a delayed interment (service or celebration of life), an employee may save one of the days identified above without loss of pay to attend the interment, (service or celebration of life), and will provide as much notice as possible of the date it will be utilized.

## **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, 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 and regular part-time employees will receive sick pay of 2.4% of gross wages annually.

Sick pay will increase to 2.8% of gross wages annually on the date twenty-four (24) months from the date of ratification of this Collective Agreement.

The Parties agree:

- If the provincial government passes legislation during the life of this Collective Agreement providing for government-funded sick leave/pay, or requiring employers to provide paid sick leave/pay, the provisions herein will be considered inclusive of (and not in addition to) any such entitlement or obligation.

**23.02** Employees may elect to have unused sick pay paid out on January 17<sup>th</sup> of each year, or may elect to carry forward unused sick pay. However, employees will not be permitted to accumulate more than the equivalent of one-hundred (100) hours of sick pay in their bank. Any amount above that amount must be paid out 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 are not entitled to access their sick leave benefits until such time as they may revert to regular status and will lose their banked sick leave credits upon termination of employment if their status is casual status at that time. Regular employees will also be paid out their banked sick leave credits upon termination of employment.

## **ARTICLE 24 - SHIFT PREMIUM**

Employees working night shift shall be paid a shift differential of one dollar (\$1.00) per hour for the entire shift. Night shift shall be defined as any shift in which the major portion of the seven-and-one-half (7½) hour shift occurs between 12:00 midnight (24:00 hours) and 8:00 a.m. (08:00 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 - BENEFITS**

**28.01** Employees scheduled twenty-five (25) or more hours per week on a regular basis shall be eligible for those benefits as outlined in the Employer's benefit program.

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

- Employer share: 75%
- Employee share: 25%

## **28.02 Dental Plan**

Eligible employees shall be provided with:

### **Reimbursement Levels:**

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

### **Annual Maximums:**

- |                                      |  |
|--------------------------------------|--|
| • Accidental Dental Injury Treatment | Unlimited reasonable and customary costs |
| • All other treatment                | \$2,500 per calendar year                |

The Dental Plan shall cover employees, their spouses and eligible children provided they are not enrolled in another comparable plan. Dependent children are eligible from birth to age 22, or age 26 if in full-time attendance as a student at a recognized educational institute, regardless of being enrolled in another plan.

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

## **28.03 Extended Health Care Plan**

Eligible employees shall be provided with:

### **Benefit Level:**

- |                               |  |
|-------------------------------|--|
| • Eligible Prescription Drugs | 80%  |
| • Prescription Drug Card      | Digital card available immediately upon enrolment. |

- All other In-Province Eligible Expenses 80%
- Out-of-Country Emergency 100%

**Deductible:**

- Single \$50 per calendar year
  - Family \$100 per calendar year
- 
- ❖ Lifetime Health Care Maximum Unlimited
  - ❖ In Canada Prescription Drugs Covered
  - ❖ Hospital Room Semi-Private
  - ❖ Private Duty Nursing \$10,000 per calendar year
  - ❖ Hearing Aids \$500 every three years
  - ❖ Paramedical Practitioners \$500 per calendar year per practitioner listed
  
  - ❖ Surviving and Dependent Insurance Two years
  - ❖ Conversion Privilege See Benefit Booklet

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

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

**28.04 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 \$30,000 insurance coverage for post probationary employees until age sixty-five (65). Thereafter, the amount of coverage will decrease to \$15,000. Group insurance coverage ceases for all employee at age seventy (70). The plan shall include coverage for accidental death.

## **28.05 Vision Care**

Eligible employees shall be provided with vision care coverage allowing for one pair of eyeglasses or contact lenses up to two-hundred dollars (\$200) in a twenty-four (24) month period. Vision care benefits will be paid for eligible employees, their spouses and eligible children, provided that they are not enrolled in another comparable plan. Reimbursement shall be provided upon provision of prescription confirmation and original purchase receipt.

## **28.06 Disputes**

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

## **ARTICLE 29 - CASUALS**

### **29.01**

- (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.

### **29.02**

- (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.

### **29.03**

- (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.

### **29.04 Call In**

- (a) Employees on the casual list shall be called to work in order of seniority as follows:
- The Employer shall contact those employees designated as available for the shift or block of shifts being assigned but may also contact others who might be available notwithstanding their availability form, if the shift(s) cannot be otherwise filled.
  - Contact may be made either by telephone, text message, email or other electronic means of communication. Employees will indicate their preferred method of contact (one contact), and that preferred method will be utilized.
  - Where electronic communication is utilized, notice may be sent to several employees simultaneously. The notice will indicate the details of the available work, and the time line for reply.

- Where electronic communication is utilized the following shall apply:
  - a) Where a vacancy is known less than forty-eight (48) hours in advance, the casual employees shall have 15 minutes to respond to the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
  - b) Where a vacancy is known more than forty-eight (48) hours in advance, but less than four (4) weeks in advance, the casual employees shall have sixty (60) minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
  - c) Where a vacancy is known more than four (4) weeks in advance, the employees shall have seventy-two (72) hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- A record of calls or electronic communications will be maintained for at least thirty (30) days subsequent to the shift(s) being filled. In the case of a dispute, the Union will have access to the call logs and will be entitled to make photocopies as needed. In the event of a dispute, the call logs will be maintained for the period of the dispute and 30 days after the dispute comes to an end.
- The seniority list for call-in shall be updated quarterly, commencing July 1. Time accumulated in a current period shall not be reckoned until the next adjustment date. Within two (2) weeks of each adjustment date the Employer shall provide the Union a revised electronic copy of the call-in seniority list.
- Casual employees hired after a seniority adjustment date shall be added to the list in the order that they were hired.
- A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.

- If a casual employee declines a shift or block of shifts for which he/she has indicated he/she is available on three (3) or more occasions during any sixty (60) day period, the casual employee will be deemed to have resigned from their employment with the Employer and may be removed from the casual seniority list.
- (b) If concerns arise over the call-in process, and in particular, the use of electronic communication, the parties will meet to discuss and resolve those concerns. Both parties agree the call-in process should be both efficient, and provide eligible employees with a reasonable opportunity to claim available shifts.

**29.05** 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 of fifty (50) shifts worked. No current casual employee will have their wage reduced as a result of this Article.

**Benefits**

Casual employees are not entitled to benefits.

**Vacation Pay**

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

**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 30 - NO DISCRIMINATION**

### **30.01 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.

### **30.02 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.

### **30.03 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.

**30.04** 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 31 - EVALUATIONS**

### **31.01 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.

### **31.02 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 32 - CONTRACTING OUT**

### **32.01 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.

### **32.02 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 33 - WORKLOAD**

**33.01** 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.

**33.02** 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.

**33.03** 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 34 - MISCELLANEOUS**

### **34.01 Badges and Insignia**

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

### **34.02 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.

### **34.03 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.

### **34.04 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.

### **34.05 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.

### **34.06 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.

### **34.07 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.

### **34.08 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.

### **34.09 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.

### **34.10 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.

### **34.11 Savings Clause**

If any article, section, paragraph, clause or phrase of this Agreement is declared or held illegal, void or unenforceable by provincial, federal or other law, or by decision of any court, the remaining portions of the Agreement shall continue to be valid an

in full force and effect and the parties shall immediately meet to review the effect of such change to this Collective Agreement.

### **ARTICLE 35 - DURATION**

Unless specified otherwise, all provisions of this Agreement are effective date of ratification up to and including July 8, 2021 to July 7, 2024. The parties agree to exclude the operations of the provisions of Sections 50(2) and (3) of the *Labour Relations Code*.

**Signatures for the Employer:**

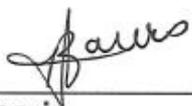
**Signatures for the Union:**



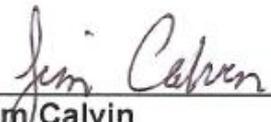
**Grady Tyler**  
Chief Spokesperson



**Máire Kirwan**  
Coordinator of Private  
Sector Membership Servicing



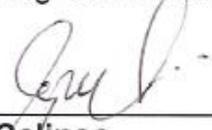
**Rebecca Jarvis**  
Director of Human Resources  
and Benefits



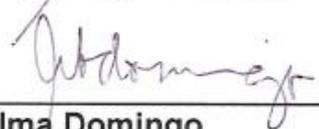
**Jim Calvin**  
Negotiator



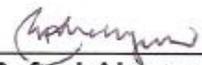
**Delia Tanza**  
Bargaining Committee



**Edlyn Calinao**  
Bargaining Committee



**Elma Domingo**  
Bargaining Committee



**Rafael Almazan**  
Bargaining Committee

*12/11/21*

Date

*November 9th 2021*

Date

**SCHEDULE "A"**

<b>Position Title</b>	<b>Hourly Rate</b>
Registered Care Aide (Casual)	\$18.36
Registered Care Aide	\$19.38
Registered Care Aide (Team Leader)	\$20.40

**LETTER OF UNDERSTANDING #1  
BETWEEN  
PRO VITA CARE MANAGEMENT INC.  
LYNN VALLEY CARE CENTRE  
AND  
HOSPITAL EMPLOYEES' UNION**

**Re: Workload**

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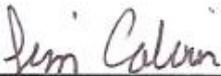
Workload working group:

- The Employer will create a template/flow chart similar to the one presented for Carlton Gardens within 90 days of ratification.
- The Employer will provide copies of the working document in advance to the Lynn Valley local committee.
- The local committee will meet together with the Employer members of the joint consultation committee to review and revise as needed in order to finalize.
- The Employer will make copies available for employees to view at the worksite

It is understood this template/flowchart does not replace direction given by the employer as they direct the work of the day. This document provides guidelines for coping with workload when working short. If issues in its use arise they are to be reported back to the joint consultation committee for review.

**SIGNED FOR THE UNION:**

**SIGNED FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Jim Calvin  
Negotiator

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

*November 9<sup>th</sup> 2024*  
\_\_\_\_\_  
Date

*12/6/24*  
\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #2  
BETWEEN**

**PRO VITA CARE MANAGEMENT INC.  
LYNN VALLEY CARE CENTRE**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Rates of Pay**

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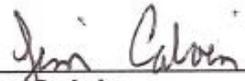
The parties acknowledge they have not entered into wage rate discussions.

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 be subject to the wage re-opener discussions, unless mutually agreed to by the parties.

**SIGNED FOR THE UNION:**

**SIGNED FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Jim Calvin  
Negotiator

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

November 9 2021  
\_\_\_\_\_  
Date

12/01/21  
\_\_\_\_\_  
Date