

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BELVEDERE CARE CENTRE INC.  
RESIDENCES AT BELVEDERE**

**AND**

**HOSPITAL EMPLOYEES' UNION**



**May 4, 2023 – May 3, 2026**

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## **ARTICLE 1 - PREAMBLE**

### **1.01 Preamble**

WHEREAS the right of the sick person to uninterrupted, skillful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the Employer and its employees;

AND WHEREAS the Union is made up of trade unions formed by and including certain employees of the Employer;

AND WHEREAS the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent;

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

### **1.02 Variations**

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

## **ARTICLE 2 - DEFINITIONS**

### **2.01 Definition of Employee Status**

#### **(a) Regular Full-Time Employees**

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees

accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

**(b) Regular Part-Time Employees**

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. Regular part-time employees shall receive the same perquisites, on a proportionate basis, as granted regular full-time employees.

**(c) Casual Employees**

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the "Addendum - Casual Employees".

**(d) Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

**2.02 Licensed Practical Nurse**

A Licensed Practical Nurse shall be recognized as one who is in possession of a diploma from a recognized Licensed Practical

Nurse School and/or holds a valid British Columbia Licensed Practical Nurse License.

### **2.03 Common-Law Spouse**

Two people who have cohabited as spousal partners for a period of not less than one (1) year.

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

- Article 29 - Bereavement Leave
- Article 36.02 - Dental Plan
- Article 36.03 - Extended Health Care Plan

### **2.04 Employer**

"Employer" means the corporation, society, person(s), organization, facility, agency or centre as listed in the certification issued by the Labour Relations Board to the Union.

### **2.05 Seniority Defined**

Seniority shall be based on all hours paid since the date of employment with the Employer subject to a Human Rights condition such as but not limited to maternity leave.

Employees shall continue to accrue seniority during the following:

- Regular hours
- Paid sick leave
- Approved leave under the *Employment Standards Act*
- Hours while off work due to ICBC if reimbursed
- Vacation hours
- Statutory holiday hours
- Union business
- Pregnancy, parental and adoption leave as per the *Employment Standards Act*; and
- Work Safe BC leave

## **ARTICLE 3 - GENERAL CONDITIONS**

### **3.01 Effective and Terminating Dates**

The Collective Agreement shall be effective from date of ratification, May 4, 2023, unless specifically stated otherwise, and shall remain in force and be binding upon the parties until May 3, 2026, and from year to year thereafter unless terminated by either party on written notice served during the month of February 2026.

### **3.02 Labour Code**

It is agreed that the operation of Subsection 2 of Section 50 of the *Labour Relations Code* of British Columbia is excluded from this Agreement.

### **3.03 Future Legislation**

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 11 of the Collective Agreement.

### **3.04 Article 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 Arbitration Board.

This Agreement has been reorganized. Such reorganization shall be as to form only, there being no intention of any alteration to

substantive meaning.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 No Discrimination**

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia (RSBC 1996, Chapter 210).

### **4.02 Harassment**

The Employer recognizes the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

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

### **4.03 Complaints Investigation**

- (a) An employee who wishes to pursue a concern arising for an alleged harassment may register the complaint in writing with the Employer or through the Union to the Employer designate.
- (b) If a complaint is registered, it shall be in a timely manner.
- (c) Un resolved complaints of harassment may be pursued through the grievance procedure, initiated after this process has been completed.
- (d) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

## **ARTICLE 5 - UNION RECOGNITION AND RIGHTS**

### **5.01 Sole Bargaining Agency**

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

### **5.02 Union Shop**

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union.

Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

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

In the event an employee is terminated pursuant to this section, the following contract provisions shall not be applicable to the employee:

- Article 9.04 - Grievance Procedure
- Article 9.06 - Dismissal/Suspension for Alleged Cause
- Article 18.01 - Employer's Notice of Termination

### **5.03 Union Check-Off**

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

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

The Employer shall provide the Union's Provincial Office with a list of all 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 to [memberupdates@heu.org](mailto:memberupdates@heu.org).

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 5.02.

The Employer shall supply each employee, without charge, a receipt in a form acceptable to Canada Revenue Agency 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.

Twice every calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Senior Union Official of the Union, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer. Implementation shall be six (6) months following the

signing of the Collective Agreement. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely to memberupdates@heu.org.

#### **5.04 Employer and Union Shall Acquaint New Employees**

The Employer shall provide a copy of this agreement to newly hired employees within the first thirty (30) days of employment. The employer shall notify the Union of newly hired employees within seven (7) days of hire and the Shop Steward will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employee. The new employee and the Shop Steward will not have wages or benefits deducted during this time.

#### **5.05 Shop Stewards**

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

- (1) Shop Stewards may be appointed by the Union on the basis of one (1) Shop Steward for every fifty (50) employees covered by this Agreement, or major portion thereof, with a minimum number of two (2) Shop Stewards.
- (2) The Employer is to be kept advised of all Shop Steward appointments.
- (3) 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.
- (4) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.
- (5) When a Shop Steward or Union Committee member is the only employee on duty in a department and where their absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to



transact Union business.

- (6) A Steward or their alternate shall obtain the permission of their department head, and in their absence the person in charge, before leaving their work to perform their duties as a Steward.

### **5.06 Badges and Insignia**

Employees shall be permitted to wear Union pins or Shop Steward badges. Employees shall be permitted to wear pins and caps from recognized health care organizations.

### **5.07 Bulletin Boards**

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

### **5.08 Legal Picket Lines**

Refusal to cross a legally established picket line shall not constitute cause for discipline or dismissal. An employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

### **5.09 Union Advised of Changes**

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

### **5.10 Notice of Union Representative Visits**

The Union shall provide reasonable notice to the Employer when the Senior Union Official or their designated representative intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits shall not interfere with the operation of the Employer's business.

If possible, the Union shall specify the anticipated duration of the visit.

### **5.11 Union/Management Committee**

Employees who are members of the Union/Management Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

### **6.01 Management Rights**

The management of the Employer's business, and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

### **6.02 Medical Examination, Vaccination and Inoculation**

An employee may not refuse, without sufficient grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time (See also Article 35.03).

## **ARTICLE 7 - EMPLOYER PROPERTY**

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

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value

of articles which are not returned.

### **7.02 Employer to Repair or Indemnify**

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

### **7.03 Reimbursement of Legal Fees**

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

### **7.04 Employer to Continue to Supply Tools**

All Employers currently supplying tools to employees shall continue to supply tools to employees. All Employers shall supply tools to employees upon the requirement of the Employers that the employees provide tools calibrated to the metric scale. All Employers shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

## **ARTICLE 8 - DISCUSSION OF DIFFERENCES**

**8.01** The Union and the Employer are committed to a process of working together with the common goals of anticipating and resolving mutual problems and improving their day to day working relationship. To this end, the parties agree to the establishment of a labour management committee.

Such meetings may discuss issues related to the workplace that affect the parties or any employee bound by this agreement, including, but not limited to:

1. Reviewing matters, including grievances, related to the maintenance of good relations between the parties;
2. Correcting conditions causing misunderstandings;
3. Dealing with matters related to workload;
4. Dealing with matters referred to in this Agreement.

The parties will alternate at each meeting the responsibility of preparing and issuing an agenda and chairing the meeting. Every effort will be made to have the agenda circulated one week in advance of the meeting. The parties will be responsible for their own minutes but these minutes are prepared on a without prejudice basis.

Except by mutual agreement, which will not be unreasonably withheld by either party, no matter which has not been raised as an agenda item will be discussed at the meeting.

Agreement reached at Labour Management meetings must be signed by both the Union and the Employer.

**8.02** The Labour Management Committee will consist of:

- (i) Up to four (4) representatives of the Union which includes the Secretary-Business Manager of the Union or their designate;
- (ii) Up to four (4) representatives of the Employer.

### **8.03 Labour Management Meetings**

The committee meeting shall normally be held every second month; however, either party may call a meeting of the Labour Management Committee. The meeting shall be held at a time and place fixed by mutual agreement but no later than fourteen (14) calendar days after the initial request, unless mutually agreed.

**8.04** The time at Labour Management meetings spent by members of the Union Committee shall be without loss of pay or benefits or at straight-time wages for the duration of the meeting.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **9.01 Union Representation**

No Shop Steward, Union Committee member, or employee shall leave their work without obtaining the permission of their immediate supervisor. Employee-Shop Steward or Union Committee member discussions shall take place where patient/resident care is not affected.

### **9.02 Grievance Investigations**

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

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

### **9.03 Right to Grieve Disciplinary Action**

#### **9.03.01 Disciplinary Action Grievable**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

#### **9.03.02 Employee Notified of File Documentation**

An employee shall be given a copy of any such document placed on the employee's file which might

be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

### **9.03.03 Removal of Disciplinary Documents**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or adverse performance evaluations. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any such document including letters of expectation, other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. Except in cases of resident abuse, such letter(s) shall be removed after twenty-four (24) months. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

## **9.04 Grievance Procedure**

### **9.04.01 Preamble**

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

- (a) Differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including

a question as to whether or not a matter is subject to arbitration; or

- (b) The dismissal, discipline or suspension of an employee bound by this Agreement.

If an employee has a grievance, their grievance shall be settled as follows:

**9.04.02 Step One:**

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with their 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:

**9.04.03 Step Two:**

The grievance shall be reduced to writing by:

- (1) Recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) Stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (3) The grievance shall be signed by the employee and a Shop Steward or Union Committee member;
- (4) The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (5) Within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give their written reply. If the grievance is not settled at this step, then:

**9.04.04 Step Three:**

The Labour Management Committee, 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. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 11 within thirty (30) calendar days. The Employer and the Union agree that their representatives at the meeting have the authority to resolve the grievance.

**9.04.05 Canada Post**

Canada Post strike/lockout will not affect grievance time limits.

**9.05 Policy Grievance**

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article to this agreement, the dispute shall be discussed initially with the Employer, their designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further 28 calendar days may submit the dispute to arbitration as set out in Article 11 of this agreement.

**9.06 Dismissal/Suspension for Alleged Cause**

The Employer will provide to the Union Office, a copy of the letter at the time of the meeting. Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

**9.07 Technical Objections to Grievances**

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than



time limitations in processing the grievance through the grievance procedure. To this end, the arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

## **9.08 Troubleshooter**

### **9.08.01 Issues Referred to Troubleshooter**

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

### **9.08.02 Roster**

It is understood that the Troubleshooters named below (or substitutes agreed to by the parties) shall be appointed by mutual agreement:

- Chris Sullivan
- Elaine Doyle
- Joan Gordon
- J. Korbin

In the event the parties are unable to agree on an Troubleshooter within a period of thirty (30) calendar days from the date this Collective Agreement is signed, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

### **9.08.03 Roles/Responsibilities of Troubleshooter**

At the request of either party, the Troubleshooter shall:

- (a) Investigate the difference;
- (b) Define the issue in the difference; and
- (c) Make written recommendations to resolve the difference,

Within five (5) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure.

#### **9.08.04 Agreed to Statement of Facts**

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

### **ARTICLE 10 - EXPEDITED ARBITRATION**

The grievance may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.

Where the Parties mutually agree to refer a matter to expedited arbitration, the following procedure shall apply:

- (1) As the process is intended to be informal, lawyers will not be used to represent either party.
- (2) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (3) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (4) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (5) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (6) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

- (7) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (8) The expedited arbitrator, who shall act as a sole arbitrator, shall be selected from Joan Gordon, Emily Burke, Elaine Doyle, Rick Coleman, Chris Sullivan or any other arbitrator mutually agreed upon.
- (9) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9.

## **ARTICLE 11 - ARBITRATION**

### **11.01 Notification**

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party of its desire to submit the difference or allegation to arbitration. Every effort will be made to deliver the notice within twenty-one (21) days.

### **11.02 Arbitration**

The Parties may mutually agree to refer the matter to Joan Gordon, Emily Burke, Elaine Doyle, Rick Coleman, or Chris Sullivan or any other arbitrator mutually agreed upon.

### **11.03 Failure to Appoint**

If the recipient of the notice fails to agree upon an arbitrator within seven (7) calendar days of their appointment, the appointment shall be made by the Ministry of Labour, at the request of either Party.

### **11.04 Authority of Arbitration Arbitrator**

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

### **11.05 Decision of Arbitrator**

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

### **11.06 Expenses of Arbitration**

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

### **11.07 Amending Time Limits**

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

## **ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES**

### **12.01 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.

## **12.02 Personnel File**

An employee, or the Senior Union Official (or their designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference. They shall also be provided with a copy of any document on the employee file if they request it.

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.

The personnel 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 13 - PROBATIONARY PERIOD**

It is understood that all employees will be subject to a probationary period of four-hundred-eighty-eight (488) hours. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which they have been appointed. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated. By written agreement of the Employer and the Union, the probationary period may be extended by one-hundred-fifty (150) hours.

Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period, but will be required to complete the qualifying period.

**ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE**

**14.01** In the promotion, transfer, demotion, or release of employees, qualifications and ability and past job performance shall be the determining factors and where two (2) or more people are relatively equal, the one with the greater seniority will be selected.

Seniority shall be calculated at the end of the pay period immediately prior to the posting.

**14.02 Qualifying Period**

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

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

### **14.03 Temporary Promotion or Transfer**

An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

### **14.04 Relieving in Higher and Lower-Rated Positions**

**14.04.01** In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position, or a minimum increase of twenty dollars (\$20) monthly, proportionate to the time worked, whichever is greater, after not less than one (1) workday, retroactive to the start of the relief period. Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

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

### **14.05 Promotions**

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

For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.

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

#### **14.06 Transfers**

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

A regular employee transferred upon the employee's request to a job with the same pay rate structure as their former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary date of their prior job.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as their former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three (3) months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary date of their prior job.

#### **14.07 Demotions**

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with their overall seniority, provided they have experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of this Article and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three (3) months.

#### **14.08 Re-Employment After Voluntary Termination or Dismissal for Cause**

Where an employee voluntarily leaves the Employer's service, or



is dismissed for cause and is later re-engaged, seniority and all prerequisites shall date only from the time of re-employment, according to regulations applying to new employees.

#### **14.09 Supervisory or Military Service**

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

#### **14.10 Seniority Dates**

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

#### **14.11 Previous Experience**

**14.11.01** Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience shall be taken into consideration and the commencing pay rate may be at any step in the range above the minimum.

**14.11.02** A former employee, re-engaged for a previous job, who has been absent from employment in a health care institution for a period not exceeding three (3) years, shall be recruited at any step in the range above the minimum.

#### **14.12 More Favorable Rate or Condition**

No employee who is at present receiving a more favorable rate or condition than is specified herein shall incur a reduction in such rate or condition unless a reduction in such rate or condition was negotiated.

### **14.13 Part-Time Employees**

#### **14.13.01 Qualifying Period**

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three (3) calendar months.

#### **14.13.02 Increment Progression**

Based on calendar length of service with the Employer.

#### **14.13.03 Seniority**

Applicable on an hourly basis.

## **ARTICLE 15 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED POSITIONS**

In the event that the Employer introduces a new position or makes significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the wage rate, such objection must be made in writing, within thirty (30) days of notification by the Employer.

If no written objection is received by the Employer, then the wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

## **ARTICLE 16 - JOB POSTINGS AND APPLICATIONS**

### **16.01 Job Postings and Applications**

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

- (a) If the vacancy or new job has a duration of sixty (60) calendar days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the location of the vacancy and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information. Provided that no regular employee shall be entitled to relieve other regular employees under this clause on more than two (2) occasions in one (1) calendar year unless the Employer and the Union otherwise agree in good faith or the posting results in a change of classification for the employee.
- (b) The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, union leave, compassionate leave, education leave and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.
- (c) All postings shall be sent to the Secretary-Treasurer of the Local of the HEU within the aforementioned seven (7) calendar days.
- (d) The Employer shall, within seven (7) calendar days of the successful candidate being notified, inform all applicants of the name of the successful applicant, either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (e) The Employer shall supply to the Union the names of all

applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.

- (g) An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

### **16.02 Relieving in Higher-Rated Positions**

When an employee temporarily relieves (for one shift or more) in a higher paying position included in this Agreement for which a rate of pay is established, they shall receive the rate for the job. When an employee temporarily (for one shift or more) relieves in a higher paying position included in this Agreement for which a wage range has been established, they shall receive the rate in the salary range.

### **16.03 Relieving in Lower-Rated Positions**

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

### **16.04 Applications from Employees**

Applications from qualified employees shall be considered prior to applications from non-employees.

### **16.05 Temporary Positions to Accommodate Workload Hours**

Temporary Positions to Accommodate Workload Hours - The Employer has the ability to post a maximum of one (1) temporary regular position per shift in each of the Lifestyle Attendant, LPN, and Food Service staff in order to be able to adapt to changing workloads in the facility as a result of the fluctuating occupancy.

Such positions are to be posted for a maximum term of six (6) months. At the end of the temporary term, the Employer will either:

- (1) post a regular position;
- (2) end the temporary position;
- (3) extend the temporary term beyond six (6) months, provided the Union has been informed of their reason for the extension and agrees to the extension.

It is understood that if workload decreases, these temporary positions can be deleted by the Employer giving seven (7) days written notice to the employee in the temporary position. At the end of the temporary term or following seven (7) days written notice from the Employer, the incumbent will return to their previous position and status. An employee working in these temporary positions shall receive all rights and benefits that apply to their current status as an employee.

## **ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

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

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

Any employee classified as a regular employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which they are employed.

Employees affected by technological change will be given sixty (60) days notification in advance and allowed a training period to acquire the necessary skills for retaining employment within the facility, commensurate with their seniority and ability.

## **17.01 Bumping**

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation an employee affected shall be laid off. Any reduction in hours of one (1) hour or more in a shift shall be considered a layoff and may, at the employees option, trigger bumping rights as laid out below. Employees affected shall have the right to transfer (bump) to a job in line with seniority, provided such transfer does not affect a promotion and provided, further, the employee possesses the qualifications and ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

A laid off employee may bump the most junior employee with the same hours, in any of the existing rotations in their classification or the most junior employee in the chosen FTE and classification.

For clarification of the above rights, where there is more than one employee in a classification with the same hours and rotation, then the laid off employee may only choose to bump the most junior employee within that group.

A laid off employee who bumps a junior employee shall be paid at the hourly rate of the classification they are bumping into, at the rate corresponding with their previous placement in the wage grid. Concurrent with notice of layoff, the Employer shall provide affected employees a list of positions available for bumping. Laid off employees must make their bumping choices within five (5) calendar days from the receipt of the notice. Statutory holidays shall not be included in the five day limit.

An employee exercising their options under this article shall be moved to their new position at the end of their notice period, unless mutually agreed otherwise. An employee shall not incur a loss of income during their notice period.

A transfer under this Article shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of five percent (5%) of their existing pay rate.

### **17.02 Technological Displacement**

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 17.01.

### **17.03 Reduction in Work Force**

(1) In the event of a reduction in the work force, regular full-time and regular part-time employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and have the ability to do the work of the employees laid off.

The Employer shall give regular employees written notice of layoff or normal pay for that period in lieu of notice as follows:

- i) One (1) weeks' notice after three (3) consecutive months of employment,
  - ii) Two (2) weeks' notice after twelve (12) consecutive months of employment,
  - iii) Three (3) weeks' notice after three (3) consecutive years, plus one additional week for each additional year of employment to a maximum of eight (8) weeks.
  - iv) Employees shall be entitled to Group Termination notice/pay pursuant to Section 64 of the *Employment Standards Act*.
- (2) Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job on the basis of the posting procedure.

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

Laid-off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to employment.

Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

- (3) Where a notice of displacement or layoff actually results in a layoff and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Secretary-Treasurer of the Local.

## **ARTICLE 18 - TERMINATION OF EMPLOYMENT**

### **18.01 Employee's Notice of Termination**

Employees shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment.

The period of notice must be for time to be worked and must not include vacation time.

### **18.02 Employment Abandoned**

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



## **ARTICLE 19 - SCHEDULING PROVISIONS**

### **19.01 Scheduling Provisions**

- (a) The Employer shall determined, pursuant to the appropriate statutory authority, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (b) The Employer shall arrange the times of all on-duty and off-duty shifts and post these on the 15<sup>th</sup> of the month for the next month.
- (c) If the Employer changes a shift schedule and/or the start and stop times without giving a minimum of fourteen (14) calendar days' advance notice, then such hours worked shall be paid at overtime rates for the first shift worked. Notice of the alteration shall be confirmed in writing to the affected employee(s) before it takes place.

If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and such change requires the employees to work on a scheduled day off, then such hours worked shall be paid at overtime rates. Notice of the change be confirmed in writing as soon as possible.

If the Employer sends a regular employee home from a regularly scheduled shift or shortens the shift, the employee will be paid for all the hours previously scheduled.

- (d) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 21.
- (e) Regular employees shall not be required to work three (3) different shifts (i.e., day shift, evening shift and night shift) during any six (6) consecutive day period posted in their work schedules.

- (f) Staff filling temporary positions over six (6) months in length will receive a minimum of five (5) working days' notice based on the return of the incumbent.
- (g) Employees shall not be required to work in excess of six (6) consecutive shifts without receiving two (2) consecutive days off, otherwise overtime shall be paid.
- (h) Employees may exchange shifts with the written approval of the Employer, provided that advance notice of seven (7) days are provided and there is no increase in cost to the Employer. The Employer shall respond, in writing, within 48 hours of the written request. In exceptional circumstances the seven (7) day period may be waived.

## **ARTICLE 20 - HOURS OF WORK**

### **20.01 Continuous Operation**

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

### **20.02 Hours of Work**

- (a) The hours of work for each regular full-time employee covered by this agreement exclusive of meal times shall be a weekly average thirty-six (36) hours per week or an equivalent mutually agreed between the Employer and the Union for LPN's and Lifestyle Attendants, and forty (40) hours per week or an equivalent mutually agreed to between the Employer and the Union for Food services staff.
- (b) The base day will be seven-point-five (7.5) hours for LPN's and Lifestyle Attendants, and eight (8) hours for Food Services staff, 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) Regular full time or regular part time Lifestyle Attendants and LPN's shall have their paid statutory holidays included in their

schedules. Food Service employees will not have their statutory holidays included in their schedules, but will receive an average days' pay.

- (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 21.

### **20.03 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.

### **20.04 Split Shifts**

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

### **20.05 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 21 - OVERTIME**

**21.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02, or who are

requested to work on their scheduled off-duty days, shall be paid:

- (1) The rate of time-and-one-half (1.5x) of their basic hourly rate of pay for the first four (4) hours of overtime on a scheduled workday and double-time (2x) thereafter;
- (2) The rate of time-and-one-half (1.5x) of their basic hourly rate of pay for all hours worked on a scheduled day off, subject to the double-time provisions of the *Employment Standards Act*.

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

**21.03** If an employee works overtime on a statutory holiday they will be paid time-and-one-half (1.5x) the statutory rate of pay for the first four (4) hours beyond the applicable regular hours of work, and at the rate of double-time (2x) the statutory rate of pay thereafter.

**21.04** Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned.

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

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

**21.06** A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than their regular workday, shall be

paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the workday of a full-time employee.

**21.07** A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal workdays in the work week of a full-time employee.

**21.08** An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

## **ARTICLE 22 - SHIFT PREMIUMS – MONETARY**

**22.01** LPN's and Lifestyle Attendants working a majority of the evening shift shall be paid \$0.60 cents per hour for the entire shift worked. Effective one year from date of ratification, LPN's and Lifestyle Attendants working the majority of the evening shift shall be paid \$0.70 cents per hour for the entire shift worked. The hours for the evening shift shall be from 1500 hours to 2300 hours.

**22.02** LPN's and Lifestyle Attendants working a majority of the night shift, shall be paid \$0.90 cents per hour for the entire shift worked. Effective one year from the date of ratification, LPN's and Lifestyle Attendants working the majority of the night shift shall be paid \$1 per hour for the entire shift worked. The hours for the night shift shall be 2300 hours to 0700 hours.

**ARTICLE 23 - CALL BACK**

**23.01** Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their motor vehicle to work an allowance of sixty-one cents (\$0.61) per kilometer, from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars (\$2).

**23.02** If an employee is called back to work and does not receive a total of eight (8) consecutive hours off duty in the twenty-four (24) hour period beginning from the commencement of the employee's shift, then the employee will not be required to report for duty for their next shift until they have received a total of eight (8) consecutive hours off duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

The employee in the above situation will advise their supervisor in advance of the fact that they will not be reporting for duty at their scheduled time.

This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee eight (8) consecutive hours in total off duty in the aforementioned twenty-four (24) hour period.

**ARTICLE 24 - CALL-IN - STATUTORY REQUIREMENTS**

Any employee, except those covered by Article 23, reporting for work at the call of the Employer shall be paid their regular rate of

pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours' pay at their regular rate of pay if they do not commence work, and a minimum of four (4) hours' pay at their regular rate if they commence work.

## **ARTICLE 25 - ON-CALL DIFFERENTIAL**

**25.01** Employees required to be on-call shall be paid an on-call differential of two dollars (\$2) per hour, or portion thereof.

The minimum on-call requirement shall be four (4) consecutive hours.

**25.02** Should the Employer require an employee to have a mobile phone available during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

## **ARTICLE 26 - TRANSPORTATION ALLOWANCE**

**26.01** An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of sixty-one cents (\$0.61) per kilometer. Minimum allowance shall be two dollars (\$2).

**26.02** Where an employee uses their own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

## **ARTICLE 27 - STATUTORY HOLIDAYS**

### **27.01 Statutory Holidays**

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

New Year's Day	National Day for Truth and
Family Day	Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day
Labour Day	

Eligible employees who work on a statutory holiday shall be compensated at time-and-a-half (1.5x) of their rate of pay.

**27.02** Employees required to work on scheduled days off will receive pay at the rate of one-and-one-half of the statutory rate of pay for the time worked but will not have the day off rescheduled.

**27.03** Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

**27.04** Regular full-time LPN's and Lifestyle Attendants shall receive one day off with pay built into their regular schedules for each statutory holiday. All other staff shall receive 4.8% of their regular straight-time hours in each pay period.

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



**27.06** 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 28 - VACATIONS**

### **28.01 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 one (1) or more years of continuous service shall have earned the following vacation with pay:

- One (1) to five (5) years of service - 6% of regular paid hours (15 days)
- Over 5 years of service - 8% of regular paid hours (20 days)
- Over 11 years of service - 8.4% of regular paid hours (21 days)

This provision applies when the qualifying date occurs before July 1<sup>st</sup> in each year.

### **28.02 Vacation Schedules**

- (a) Employees shall submit their vacation requests to their supervisor on or before November 15<sup>th</sup> for the following vacation year.

All vacation requests made by November 15 will be returned to employees by December 15. Requests received after November 15 will be approved on a first come first served basis, subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the requests.

All vacation request approvals or denials shall be in writing.

Scheduling for vacation selections shall be in accordance with seniority. 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.

- (b) An employee who does not exercise their seniority rights by the cut-off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee. In the case of an emergency, the employee must communicate any potential non-recoverable monetary losses associated with a vacation change. The Employer shall revoke their request for vacation change or agree to reimburse the employee for any non-recoverable monetary losses they were advised of associated with the vacation cancellation and the vacation shall be rescheduled.

### **28.03 Vacation Pay**

Vacation pay will be paid on the employee's scheduled pay days.

### **28.04 Vacation Credits Upon Death**

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

### **28.05 Reinstatement of Vacation Days – Sick Leave**

In the event an employee is sick or injured prior to the commencement of their vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer, but where the parties do not agree, it shall be reinstated for use at a later date.

### **ARTICLE 29 - 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, step-child, including miscarriage or stillborn child of 20 weeks or later, sibling, parent in law, step sibling, grandparent, grandchild, legal guardian, ward and any person permanently residing in the employee's household or with whom the employee permanently resides.

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

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

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.

**ARTICLE 30 - SICK LEAVE AND WCB**

**30.01** All employees, consistent with the *Employment Standards Act*, shall receive 5 days of sick leave as of January 1 each year. Sick leave shall be paid at 100% of a regular day's pay.

**30.02** Regular full-time employees shall accrue sick leave of one additional day per month effective August 1 of each year to a maximum of ten days per year. Regular part-time employees shall accrue sick leave of one additional day per month, pro-rated based on their scheduled hours of work effective August 1 of each year if their entitlement would exceed 5 days, to a maximum of ten days per year. These days shall be paid out at 75% of regular pay after the first 5 days in each calendar year. Effective January 1, 2025, these days shall be paid at 100% of a regular day's pay.

**30.03** Employees may accrue up to 500 hours in their sick leave bank.

**30.04** Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.

**30.05** Sick leave pay shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis. Sick leave deductions shall be according to actual time off.

**30.06** An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

**30.07** The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

**30.08** All sick leave credits are cancelled when an employee terminates their employment.

### **30.09 Other Claims**

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on their own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

### **30.10 WCB**

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

Where the Workers' Compensation Board denies an employee's claim (and/or appeal, if applicable), the employee shall reimburse the Employer for any health and welfare premiums paid by the Employer in accordance with Health and Welfare Benefits While on Unpaid Leave of Absence.

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

## **ARTICLE 31 - EDUCATIONAL LEAVE**

### **31.01 Employer Requested Leave**

An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course required books, pre-approved out of town traveling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

When an employee goes on approved Education Leave, upon completion of the leave they will return to their former position.

### **31.02 In-service Education**

The parties recognize the value of in-service and education both to the employee and the employer and shall encourage employees to participate in in-service. All employees scheduled and required by the Employer to attend in-service seminars, training and ongoing education shall receive regular wages for the time required, with a minimum of 2 hours straight time pay if not part of a regular work shift.

### **31.03 Employee Requested Unpaid Leave**

A regular employee with more than three (3) years continuous service may request an unpaid leave of absence of up to two (2) calendar years to take educational courses that have a potential benefit related to the care of the residents and the employee's

ability to fully perform the job duties. The request shall be in writing.

- a) Notice of the Employer's decision shall be given in writing as soon as possible.
- b) Employees on leave shall have the right to pick up relief work per Addendum #1: Casual Employees.

## **ARTICLE 32 - JURY DUTY**

Regular employees, who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted an unpaid leave of absence.

## **ARTICLE 33 - LEAVE – UNPAID AND EMPLOYMENT STANDARD LEAVES**

### **33.01 Unpaid Leave**

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 seven (7) 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.

### **33.02 Unpaid Leave - After Three Years**

For every three (3) years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in writing.

### **33.03 Unpaid Leave - Affecting Seniority and Benefits**

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 their former job and increment step.

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.

The Employer shall ensure that this is applied in accordance with the *Employment Standards Act*.

### **33.04 Unpaid Leave - Union Business**

- (a) 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 operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the 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.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining



such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Article 5.10, 9.01, 9.02, 9.03, 11.05, 11.06.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f) (i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.  
(ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

### **33.05 Unpaid Leave - Public Office**

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

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

### **33.06 Family Responsibility Leave**

Employees may request, and will be approved for up to five (5) unpaid days leave each 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.

Family Responsibility Leave shall be consistent with the provisions of the ESA.

### **33.07 Employment Standards Leaves**

There are currently a variety of job-protected leaves under the *Employment Standards Act*, as may be amended from time-to-time, including, but not limited to:

- Leave Respecting the Disappearance of a Child
- Leave Respecting the Death of a Child
- Leave respecting domestic or sexual violence
- Critical Illness Leave
- Compassionate Care Leave

The Employer will provide such leaves in accordance with the employment standards act and its applicable terms.

Seniority and service will accrue as required under the *Employment Standards Act*. The Employer shall maintain the employee's benefits coverage during Employment Standards leaves in the same manner as if the employee was at work.

### **33.08 Gender Transition Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a

leave for the procedure required during the transition period. The provisions of that leave will follow the provisions of unpaid leave of absence unless otherwise provided for within the collective agreement. The Union, the Employer, and the employee will work together to tailor the general transition plan of the employee's particular needs based upon the direction and advice provided from a medical practitioner.

## **ARTICLE 34 - MATERNITY AND PARENTAL/ADOPTION LEAVE**

The provisions of this article shall be consistent with the *Employment Standards Act*.

### **34.01 Pregnancy Leave**

Employees shall be granted pregnancy leave of absence without pay. The duration of the pregnancy leave of absence before the date of birth and subsequent to confinement shall be at the option of the employee.

Leave of absence for pregnancy may be taken for a period of seventeen (17) weeks. Seniority and continuous service will continue to accumulate during the full period of pregnancy leave. The employer shall maintain the employee's benefit coverage during pregnancy leave provided the employee maintains their share of the cost of the plan.

Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for pregnancy 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 pregnancy benefits under the *Employment Insurance Act* or any wage loss replacement plan.

Employees shall make every effort to give at least fourteen (14) days' notice prior to the commencement of pregnancy leave of absence without pay, and employees shall give at least thirty (30) days' notice of their intention to return to work prior to the termination of the leave of absence.

If an employee is unable or incapable of performing their duties prior to the commencement of the pregnancy leave of absence without pay, the employee may be required to take unpaid leave of absence.

The Employer may require the employee to provide a certificate from a recognized medical practitioner indicating the employee's general condition during pregnancy along with the expected date of confinement.

Upon return to work, the employee shall continue in their former position without loss of perquisites accumulated up to the date of commencement of the pregnancy leave of absence without pay and subject to the provisions of Article 27.02.

### **34.02 Parental Leave and Adoption Leave**

An employee shall be eligible for parental leave of up to sixty-two (62) consecutive weeks without pay or sixty-one (61) consecutive weeks without pay in the case of a birth mother who takes pregnancy leave under Article 34.01, provided such leave is concluded within seventy-eight (78) weeks of the child's birth.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks parental leave between them (or sixty-one (61) consecutive weeks in the case of birth mother who takes pregnancy leave under Article 34.01). In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.

In the case of a birth parent, immediately following the conclusion of leave taken pursuant to Article 34.01 unless otherwise agreed by the Employer.

In the case of the other parent, following the adoption, or the birth of the child commencing within seventy-eight (78) weeks after the birth date or in the case of adoption the placement of the child with the employee. The “other parent” is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 2.03 and in accordance with the employment standards. Such leave requests must be supported by appropriate documentation.

**34.03** Seniority and continuous service will continue to accumulate during the full period of pregnancy, parental and adoption leave. The Employer shall maintain the employee's benefit coverage during pregnancy, parental and adoption leave consistent with the *Employment Standards Act* or if the employee maintains the cost of the plan.

## **ARTICLE 35 - OCCUPATIONAL HEALTH AND SAFETY**

**35.01** The parties to this Agreement agree to co-operate in the promotion of safe work habits and working conditions. The parties further agree to adhere to the provisions of the *Workers' Compensation Act* and related Regulations.

The Joint Occupational Health and Safety Committee will be established in accordance with and governed by the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. Unless otherwise mutually agreed, the Occupational Health and Safety Committee shall be composed of equal representation of the Employer and the Union and shall be a maximum of four (4) members from each of the Employer and Union. Two co-chairs, one selected by the worker representatives and the other by the employer representatives. In addition to persons appointed by the parties, either party may involve other employees of the facility who are

neither members of the Bargaining Unit or Management, provided such is done by mutual agreement. Alternates shall be selected to attend meetings or conduct committee business when regular members are not available. Alternates shall be selected at the same time as regular members. The parties recognize the importance of continuity of representation at meetings of the Joint Occupational Health and Safety Committee.

### **35.02 Committee Responsibilities**

The Joint Occupational Health and Safety Committee shall function pursuant to the provisions of the *Workers' Compensation Act* and related Regulations. The Occupational Health and Safety Committee may use the resources of the WorkSafeBC to provide information to the Committee members in relation to their role and responsibilities. The Committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The Committee will foster knowledge and compliance with the Occupational Health and Safety Regulations by all staff.

Minutes of all Joint Occupational Health and Safety Committee meetings shall be kept and copies of such minutes shall be posted in the workplace in a conspicuous area for at least three (3) months and shall be sent to the Employer and the Union designate.

### **35.03 Date of Injury**

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

### **35.04 Transportation**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring immediate medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

### **35.05 Right to Refuse Unsafe Conditions**

An employee has the right to refuse to carry out any work that the employee reasonably believes to be unsafe. An employee who refuses to carry out work thought to be unsafe must immediately report the unsafe condition to their supervisor. A supervisor receiving a report of unsafe work must immediately investigate the matter and ensure any unsafe condition is remedied without delay. If the supervisor does not agree that the work is unsafe, the employee may contact WorkSafe BC to investigate the matter. No Employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and Regulations.

### **35.06 In Lieu Time to Attend Committee Business**

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 WCB Occupational Health and Safety Regulations. Each member is entitled to an annual educational leave totaling eight (8) hours to attend courses identified by the Joint Occupational Health and Safety Committee to promote a safe and healthy workplace that are conducted by WorkSafeBC or with the approval of WorkSafeBC. Courses must be approved by the Employer.

### **35.07 Investigation of Accidents**

The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and/or injury involving an employee which has occurred since the last meeting of the Committee. The Committee may investigate the incident upon receiving the report. Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board.

### **35.08 Orientation and In-Service**

- a) No employee shall be required to work on any job or operate any piece of equipment until they have received proper orientation and instruction.
- b) The Employer shall provide sufficient and adequate in-service training and/or orientation to any employee working in a new or unfamiliar work area or position.
- c) 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 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.

### **35.09 Aggressive Residents**

When the Employer is aware that a resident has a history of aggressive behaviour the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive resident and on how to respond to the resident's aggressive behaviour will be provided by the Employer. The appropriate Occupational Health and Safety Committee will be consulted on the curriculum. The Employer shall make every reasonable effort to ensure that sufficient staff is present when any treatment or care is provided to such residents. It is understood the Employer is responsible for staffing levels.



### **35.10 Communicable Diseases**

In-service training will be provided for all employees with regards to Infection Protection and Control (IP&C) Guidelines as mandated by Ministry of Health. In-service training may include definitions of commonly encountered infectious processes in long term care, as well as precautions (standards, contact, airborne, blood borne) to be observed, personal protective equipment (PPE), cleaning and handling procedures concerning resident care, resident environment, resident belongings and articles of use.

### **35.11 Working Alone or in Isolation**

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for checking the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee might not be able to secure assistance in the event of injury. The Committee shall have the right to make recommendations to the Employer regarding such procedures.

### **35.12 Employee Workload**

The Employer shall ensure that an employee's workload is not unsafe. Where the absence of one or more employees may create an increase in the workload for other employees, the Employer will resolve the matter by:

1. The supervisor will discuss duty priorities with the affected employee(s).
2. Re-assigning work.
3. Utilizing casual employees in accordance with the collective agreement. The prioritizing of duties or the re-assignment of work shall not as a rule result in an unsafe workload for other employees.

An employee who believes their workload is unsafe or excessive shall discuss the problem with their immediate supervisor.

### **35.13 Violence Prevention Program**

The Employer will establish a violence prevention program or review the existing program where one is in place. This will be done within the Occupational Health and Safety Committee or a subcommittee of that committee. The parties recognize that it is important to provide an environment that is properly secure for all those who receive care or work in health care. A safe environment is important for all staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and residents should expect to be treated in, an environment where the risk of violence is minimized.

### **35.14 Respectful Workplace**

The parties are committed to promoting a work environment in which all those who enter the facility will conduct themselves in a civil, respectful and cooperative manner. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in and residents should expect to be treated in a respectful environment free from discrimination, harassment and workplace bullying. The Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and the users of the facility.

### **35.15 Critical Incident Stress Defusing**

Critical incident stress defusing shall be made available and be known to employees who have suffered a serious work-related, traumatic incident of an unusual nature. If the employer requires such a session it will be without loss of pay.

### **35.16 Return to Work Programs Mutual Commitment and Voluntary Participation**

The Employer and the Union are committed to a voluntary return to work program that addresses the needs of those able to return to work. An employee's participation must include the consent of the employee's physician.

Individual Employee Participation in a Return to Work Program Prior to commencement of a return to work initiative for individual employees, the Employer and the employee shall discuss the planned program and its duration. The employee will have the right to union representation. This shall not delay the return-to-work process. The specifics shall be confirmed in writing the Employer, the employee and the Union.

## **ARTICLE 36 - HEALTH CARE PLANS**

### **36.01 Commencement of Coverage**

Eligible employees shall be enrolled for coverage following the completion of three (3) months as a regular employee.

### **36.02 Dental Plan**

- (a) Employees shall be provided with a dental plan using the guidelines as set out and provided in the current Benefit Booklet.
- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay one-hundred percent (100%) of the premium for eligible employees.

### **36.03 Extended Health Care Plan**

- (a) Employees shall be provided with an Extended Health Care Plan using the guidelines as set out and provided in the current Benefit Booklet.
- (b) The Employer shall pay one-hundred percent (100%) of the premiums for eligible employees.

## **ARTICLE 37 - GROUP LIFE INSURANCE**

**37.01** Employees shall be provided with a group life insurance plan using the guidelines as set out and provided in the current Benefit Booklet.

**37.02** The Employer shall pay one-hundred percent (100%) of the premiums for eligible employees.

### **ARTICLE 38 - RRSP**

The Employer will continue its group RRSP plan for regular employees whom work 20 or more hours per week. The Employer will ensure all regular employees who become eligible to enroll in the plan are made aware.

Regular employees upon completion of their probationary period, and by means of payroll deduction, shall be enrolled into the group RRSP plan if they so request.

Employees who enroll in the plan will be able to select any amount up to two percent (2%) of their pay, which will be matched by the Employer.

### **ARTICLE 39 - EMPLOYMENT INSURANCE COVERAGE**

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

Premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

### **ARTICLE 40 - VOLUNTEERS**

It is agreed that Volunteers have a role in health care and are an important link to the community being served.

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

**ARTICLE 41 - PRINTING OF THE AGREEMENT**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason, the Union shall print sufficient copies of the Agreement for distribution to employees.

The Agreement shall bear a recognized Union label.

The Union and Employer shall agree on the size, print, color and cover of the Agreement prior to it being printed.

The Employer and the Union shall each bear one-half of the printing costs.

**ARTICLE 42 - WAGE SCHEDULES, ATTACHMENTS AND  
ADDENDA**

**42.01** Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement. Hourly wage rates shall be expressed to the second decimal place.

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

**42.03 Wage Schedule**

Effective 8 March 2020					
<b>Wage grid for all positions</b>					
	Level 1	Level 2	Level 3	Level 4	Red-circled
	0 – 450 hrs	451 – 1950 hrs	1951 – 3900 hrs	3900 + hrs	
LPN	\$ 23.51	\$ 23.97	\$ 24.23	\$ 25.25	\$ 26.01
LSA	\$ 18.72	\$ 19.13	\$ 20.04	\$ 20.40	\$ 22.85
KTCHN DA	\$ 15.45	\$ 15.76	\$ 16.07	\$ 16.47	
KTCHN CK	\$ 22.82	\$ 23.28	\$ 23.75	\$ 24.23	

**42.04 Increments**

- (a) Regular full-time and regular part-time employees shall move to the increment step indicated under the steps provided in Article 42.03.
- (b) All employees affected by this Agreement shall automatically move to the pay rate bracket indicated in accordance with their service with the Employer.
- (c) Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

**42.05 Pay Days**

Employees shall be paid by direct deposit every second Friday subject to the following provisions:

- (a) Pay statements given to employees on their pay day shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an

itemization of all deductions.

- (b) Subject to paragraph (g) below, when a pay day falls on a non-banking day, the pay and pay statement shall be given prior to the established pay day.
- (c) The pay for an annual vacation to which an employee is entitled shall be paid as set out in Article 28.03 and 28.04.
- (d) The Employer shall have the right to require all employees to participate in the pay direct system. The Employer will make every reasonable effort to accommodate employees with extenuating circumstances. The employee shall choose the financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a significant error in their pay, the Employer must provide a manual cheque at the employee's request, as soon as reasonably possible.

#### **42.06 Effective Date of Wages and Benefits**

All new wages and benefits shall be effective from date of ratification, unless otherwise specified in this Collective Agreement.

**ADDENDUM # 1**

**Re: Casual Employees**

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1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees that could not be reasonably expected to be filled by employees working in float pool positions, where float pools exist, provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
  - (1) Vacation relief;
  - (2) Sick leave relief;
  - (3) Education relief;
  - (4) Maternity leave relief;
  - (5) Compassionate leave relief;
  - (6) Union business relief;
  - (7) Educational leave relief;
  - (8) Such other leave relief as is provided by the Collective Agreement; or
  - (9) In an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of sixty (60) calendar days.
2. Casual employees shall be called in to work in the order of their seniority.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within sixty (60) calendar days, that position shall be posted and filled pursuant to the provisions of Articles 14.01, 16.01 and 17 of the Agreement.



4. A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.

After the casual employee has filled a relief position for a period of six (6) months, the casual employee shall be offered to be enrolled in the benefit plans listed below at the sole cost of the Employer:

- Section 36.02 - Dental Plan
- Section 36.03 - Extended Health Care Plan

Coverage under this section shall cease when either:

- (i) The regular incumbent returns to the position, or
- (ii) The casual employee is no longer working in the posted position.

5. Casual employees shall accumulate seniority on the basis of the number of hours worked and upon written notification by the Union the number of hours paid for leave for Union business.
6. The manner in which casual employees shall be called to work shall be as follows:
- (1) The Employer shall maintain both:
    - (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and
    - (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees

who have been qualified to work in that job classification in descending order of hours worked.

- (2) The Employer shall call by either telephone or cellular phone only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Employers may agree at the local level to develop a system to contact eligible employees who are already at work. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times. Where an answering machine/service is in place a message will be left relaying the date and time of the call, as well as the details of the relief work being offered. Should the employee return the call prior to the employer filling the vacancy they will be awarded the shift/s being offered. The Employer is not required to offer them any shift/s already awarded.
- (3) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of the person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
- (4) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.

7. Casual employees shall not be dismissed except for just and proper cause.

8. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
9. (1) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
  - (2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
  - (3) Within two weeks of each adjustment date the Employer shall send to the Senior Union Official a revised copy:
    - (a) Of the master casual seniority list; and
    - (b) Of each classification registry maintained by the facility.
- 10.(1) Except for regular employees who transfer to casual status under Section 15, casual employees shall serve a probationary period. During the said probationary period casual employees may be terminated for unsatisfactory service.

Casual employees shall serve a probationary period of four-hundred-and-eighty-eight (488) hours.

- (2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 13 of this Agreement.
- (3) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 13.
11. Casual employees shall receive ten-point-eight percent (10.8%) of their straight-time pay in lieu of scheduled vacations and statutory holidays.
12. A regular employee who is laid off 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. Such employees shall maintain all accumulated seniority.
13. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.
14. Casual employees shall provide the employer with a monthly availability list by the 15<sup>th</sup> day of each month for the subsequent month.
15. The Employer is obliged to call an employee only for those days and shifts the employee has identified as being available.
16. A casual employee may be removed from the casual list if they have not accepted a shift for a period of three (3) months unless the employee has a bona fide reason for their absence.
17. Prior to being removed from the casual list the employer shall mail a certified letter to the employee's last known address

***Belvedere Care Centre Inc. (Residences at Belvedere) / Hospital  
Employees' Union – May 4, 2023 to May 3, 2026***

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requesting the employee contact the Employer within two (2) weeks.

18. Casual employees who accept a shift have the same obligation to fill the shift as a regular employee.

**MEMORANDUM OF UNDERSTANDING #1**

**BETWEEN**

**BELVEDERE CARE CENTRE INC.  
RESIDENCES AT BELVEDERE**

**AND**

**HOSPITAL EMPLOYEES' UNION**

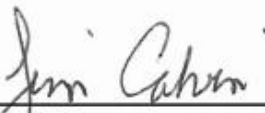
**Re: Addendum #3 – Casual Employees/Casual work call out – Electronic call out**

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If during the life of this agreement the employer intends on introducing an electronic work call out process, prior to doing so they shall meet to discuss an implementation schedule and plan for electronic call outs if such is being considered by the Employer. Where the Employer is not currently considering an electronic call in procedure and does so in the future, they will meet with the union prior to any implementation to discuss that implementation schedule and plan.

These discussions shall be on a without prejudice basis with the intention of rolling out an electronic call-out system that may, with thirty (30) days' notice, be cancelled by either the Union or the Employer at any point during the term of the agreement.

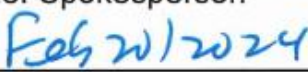
**SIGNED ON BEHALF OF  
THE UNION:**

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

  
\_\_\_\_\_  
**Date Signed**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**Peter Kafka**  
Chief Spokesperson

  
\_\_\_\_\_  
**Date Signed**

**MEMORANDUM OF UNDERSTANDING #2**

**BETWEEN**

**BELVEDERE CARE CENTRE INC.  
RESIDENCES AT BELVEDERE**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Professional Responsibility for LPN's**

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

- A. Care concerns;
- B. Safety of residents and staff; and
- C. Workload.

**Step One:**

An employee with a concern will discuss the matter with their excluded supervisor or designate with the objective of resolving the concern. At their request, the employee may be accompanied by a shop steward.

**Step Two:**

If the matter is not resolved to their satisfaction, the employee may submit the Professional Responsibility Complaints Form to the Operations Manager within fourteen (14) calendar days of their discussion with their excluded supervisor or designate. The Operations Manager shall meet with the employee to discuss resolution of the concern. At their request, the employee may be accompanied by a shop steward. The Operations Manager shall respond to the employee in writing within fourteen (14) calendar

days of the meeting with the employee.

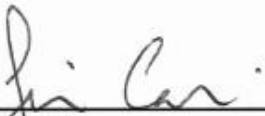
**Step Three:**

If the matter is not resolved to their satisfaction, the employee may complete a Report Form within seven (7) calendar days of their discussion with the Operations Manager. One report will be forwarded to the Labour/Management Committee for review along with a copy being provided to the steward and a further copy being forwarded to the Union.

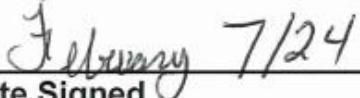
The Labour/Management Committee shall meet with regard to the matter within fourteen (14) calendar days of receiving the Report form.


**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

  
\_\_\_\_\_  
Peter Kafka  
Chief Spokesperson

  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Date Signed



**MEMORANDUM OF UNDERSTANDING #3**

**BETWEEN**

**BELVEDERE CARE CENTRE INC.  
RESIDENCES AT BELVEDERE**

**AND**

**HOSPITAL EMPLOYEES' UNION**


**Re: Shift Scheduling and Rotations for LPN's and  
Lifestyle Attendants**

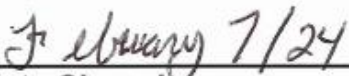
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The parties agree there is value in Employers considering the preferences of LPN's and Lifestyle Attendants during the development of shift schedules and rotations which promote quality health care together with employee job satisfaction.

Accordingly, Employers shall consider the preferences of LPN's and Lifestyle Attendants in the development of schedules and rotations that address employee concerns, that enhance resident care, and that meet operational requirements.

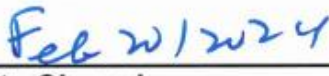
**SIGNED ON BEHALF OF  
THE UNION:**

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

  
\_\_\_\_\_  
**Date Signed**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**Peter Kafka**  
Chief Spokesperson

  
\_\_\_\_\_  
**Date Signed**

**MEMORANDUM OF UNDERSTANDING #4**

**BETWEEN**

**BELVEDERE CARE CENTRE INC.  
RESIDENCES AT BELVEDERE**

**AND**

**HOSPITAL EMPLOYEES' UNION**

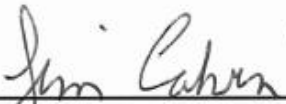
**Re: Free Parking**

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The past and present practice of providing free parking for employees is to be continued as far as practicable, and subject to the continued availability of suitable prepared parking space.

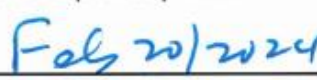
**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

  
\_\_\_\_\_  
Peter Kafka  
Chief Spokesperson

  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Date Signed

**MEMORANDUM OF UNDERSTANDING #5**

**BETWEEN**

**BELVEDERE CARE CENTRE INC.  
RESIDENCES AT BELVEDERE**

**AND**

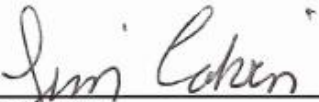
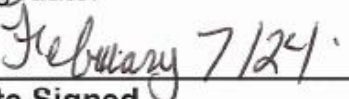
**HOSPITAL EMPLOYEES' UNION**

**Re: food and beverage**

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The Employer will continue staff food and beverage purchasing plans, including meal provisions for staff working overtime.

**SIGNED ON BEHALF OF  
THE UNION:**

  
\_\_\_\_\_  
**Jim Calvin**  
Negotiator  
  
\_\_\_\_\_  
**Date Signed**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
\_\_\_\_\_  
**Peter Kafka**  
Chief Spokesperson  
  
\_\_\_\_\_  
**Date Signed**

**MEMORANDUM OF UNDERSTANDING #6**

**BETWEEN**

**BELVEDERE CARE CENTRE INC.  
RESIDENCES AT BELVEDERE**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: No Contracting Out**

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The Employer agrees that it will not contract out bargaining unit work to any outside agency which would result in the laying off of employees within the Bargaining Unit.

The Employer shall discuss with representatives of the Local Union any functions that it intends to contract out that could otherwise be performed by members of the Hospital Employees' Union within the facility, except where an emergency exists.

This Memorandum of Agreement will expire on May 3, 2026.

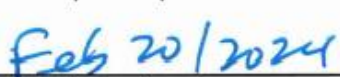
**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

  
\_\_\_\_\_  
Peter Katka  
Chief Spokesperson

  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Date Signed

**MEMORANDUM OF UNDERSTANDING #7**

**BETWEEN**

**BELVEDERE CARE CENTRE INC.  
RESIDENCES AT BELVEDERE**

**AND**

**HOSPITAL EMPLOYEES' UNION**

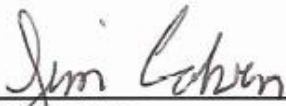
**Re: Wages**

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The Parties acknowledge that they have not entered into wage rate discussions. The Parties further agree that should levelled up wage rates be terminated by the Provincial Government prior to the Collective Agreement expiring, the Parties will meet to discuss wage rates for classifications that were previously levelled. No other Article of the Collective Agreement will be subject to these discussions, unless mutually agreed otherwise.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

  
\_\_\_\_\_  
Peter Kafka  
Chief Spokesperson

  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Date Signed

**APPENDIX: SUMMARY OF HEALTHCARE PLAN**

<p>All regular full-time and part-time employees after completing 3 months service or 450 hours whichever occurs first, and who are scheduled 20 hours or more weekly. Casual Employees may purchase coverage and pay premiums monthly.</p>	<p>For Regular employees the employer pays 100% of the premium for Extended Health, Dental and Life Insurance</p>
<p>Life Insurance</p>	<p>\$25,000 The Benefit Amount reduces by 50% at age 65</p>
<p>ASI insurance</p>	<p>An amount equal to basic life insurance, reduced by 50% at age 65</p>
<p>Dental Plan</p>	<p>Basic 80% covered  Routine 80% covered  Restorative 50% covered  Accidental Dental 100%</p>
<p>Prescription Drugs</p>	<p>80% coverage for eligible expenses  Employer will provide a “pay direct” card to eligible employees  Generic drugs required unless approved by a doctor for name brand eligible drugs</p>
<p>Hearing Aids per eligible</p>	<p>\$500 per 36 months</p>
<p>Vision Care per eligible</p>	<p>\$225 per 24 months</p>
<p>Hospital Care</p>	<p>Semiprivate</p>
<p>Extended Health Deductibles yearly</p>	<p>\$25 Single  \$50 Family</p>

**Belvedere Care Centre Inc. (Residences at Belvedere) / Hospital  
Employees' Union – May 4, 2023 to May 3, 2026**

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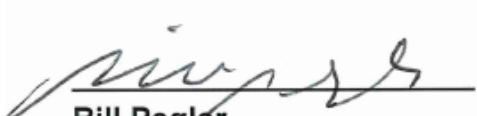
Paramedical expenses for Health Care Practitioners	\$500/person/year for eligible services Practitioners covered are listed in the Employee Benefit book
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Please refer to the Employee Benefit Book for specific details, full coverage including limitations, requirements, and conditions that may apply to the above-noted benefit(s).

The Plan Summary Chart is not part of the Collective Agreement

**SIGNATURES ON BEHALF  
OF THE UNION:**

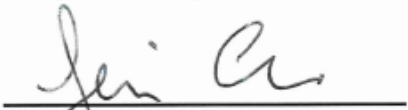
**SIGNED ON BEHALF OF  
THE EMPLOYER:**



**Bill Pegler**  
Coordinator of Private Sector  
& Special Projects



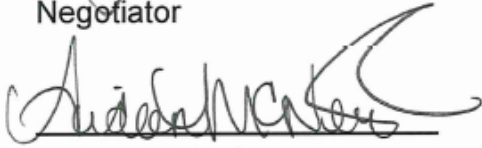
**Bert Evertt**  
President/CEO



**Jim Calvin**  
Negotiator

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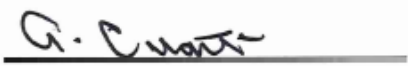
**Annamae Clarke**  
Operations Manager



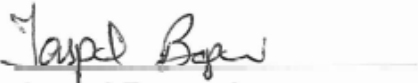
**Aileen McNeil**  
Bargaining Committee Member



**Peter Kafka**  
Chief Spokesperson



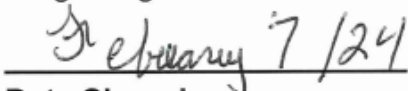
**Anna Cuarte**  
Bargaining Committee Member



**Jaspal Boparai**  
Bargaining Committee Member

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**Maria Serrano**  
Bargaining Committee Member



**Date Signed**

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**Date Signed**