

**COLLECTIVE AGREEMENT**

**BETWEEN**

**AFFINITY SENIORS CARE  
INGLEWOOD CARE CENTRE  
(the “Employer”)**

**AND**

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



**June 1, 2024 – May 31, 2027**

Note: underlined text is new language for 2024-2027

**Inglewood Care Centre**

725 Inglewood Drive  
West Vancouver, B.C. V7T 1X5

Phone: (604) 922-9394

**Hospital Employees' Union**

**Provincial Office**

5000 North Fraser Way  
Burnaby, B.C. V5J 5M3

Phone: (604) 438-5000  
Toll-Free: 1-800-663-5813  
Fax: (604) 739-1510

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**ARTICLE 1 – PURPOSE**

**1.01** The Union and the Employer recognize the need for an efficient cost-effective operation, and together the parties will ensure the provision of a high-level of resident care and services.

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

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

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

**ARTICLE 2 – SCOPE AND RECOGNITION**

**2.01 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.

## **2.02 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 bargaining unit, including newly hired employees, shall become members of the Union in the bargaining unit.

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.

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

- Article 7.01 - Grievances
- Article 7.05 - Dismissal/Suspension for Alleged Cause

## **2.03 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 Union by the Employer within two (2) weeks of the end of each month.

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in



the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed upon fashion 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 2.02.

The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

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

## **2.04 Disclaimer/Indemnity**

The Employer shall have no financial responsibility for the fees or dues of any employee, unless the Employer owes an employee sufficient unpaid wages to pay the fees and dues assigned. The Union agrees to indemnify and hold the Employer harmless against any claims, demands, actions or charges brought against the Employer by an employee as a result of deductions made in accordance with this article.

## **2.05 Induction**

The Employer shall provide a copy of this agreement to newly hired employees within the first thirty (30) days of employment and shall introduce newly hired employees to a Union shop steward in the workplace. 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.

## **2.06 Shop Stewards**

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

- (a) Shop stewards may be appointed by the Union on the basis of a minimum six (6) shop stewards, and three (3) alternate shop stewards.
- (b) The Employer is to be kept advised of all shop steward appointments and changes.
- (c) One (1) shop steward, or Union committee member, shall be appointed by the Union lead shop steward who may present or assist in the presentation of any grievance.
- (d) When the absence of more than one (1) shop steward or Union committee member shall unduly interfere with the Employer's operations, then no more than one (1) shop steward or Union committee member shall be given leave of absence to transact Union business at any one time.
- (e) When a shop steward or Union committee member is the only employee on duty and where their absence would unduly interfere with the Employer's operations, then such shop steward or Union committee member may be refused leave of absence to transact Union business.

## **2.07 Notice of Union Representative Visits**

The Union shall inform the Employer in advance when a Union representative intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits shall not interrupt the operation of the facility.

The Union recognizes the Employer is a contractor on site and Union access to the facility is subject to the Employer obtaining permission from their client.

## **2.08 Bulletin Boards**

The Employer shall provide bulletin board facilities in a conspicuous location for the sole use of the union.

## **ARTICLE 3 – DEFINITIONS**

### **3.01 Regular Full-Time Employees**

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees are entitled to all benefits outlined in this Collective Agreement.

### **3.02 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 are entitled to all benefits as outlined in this Collective Agreement.

### **3.03 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, or as outlined in Article 27.01.

### **3.04 Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 7 - Grievance Procedure.

**3.05** Where the feminine term or pronoun is used in this Agreement in referring to employees, it shall be considered interchangeable with, and the same as, the masculine term or pronoun, unless otherwise stated. Where the singular term or pronoun is used in this Agreement, it shall be considered interchangeable with, and the same as, the plural term or pronoun, unless otherwise stated.

**3.06** Whenever the term "day" is used throughout this Agreement, it shall mean calendar day unless specifically noted differently, since the Employer operates on a twenty-four (24) hour, seven (7) day per week basis.

### **3.07 Savings Clause**

If any article, section, paragraph, clause or phrase of this Agreement is declared or held illegal, void or unenforceable by provincial, federal or other law, or by decision of any court, the remaining portions of this Agreement shall continue to be valid and in full force and effect and the parties shall immediately meet to review the effect of such change to this Collective Agreement and if necessary attempt to resolve the differences created by such change.

### **3.08 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 20 – Bereavement Leave
- Article 20.04 – Compassionate Care Leaves
- Article 28 – Health Care Plan

## **ARTICLE 4 – MANAGEMENT RIGHTS**

The Union recognizes that, subject to the limitations set out in this Agreement, it is the right of the Employer to manage, develop, and operate the Employer's facilities as well as direct the employees. The functions of the Employer include, but are not limited to, the following:

- a) maintain order, discipline, and efficiency;

- b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay off, recall, suspend, or otherwise discipline employees;
- c) determine the work to be done, including the location, methods, work assignments, including the right to decide the number of employees needed; and the schedule for the performance of such work;
- d) make, enforce, and alter from time to time, reasonable rules and regulations to be observed by the employees. 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 or applicable legislation.

## **ARTICLE 5 – DISCUSSION OF DIFFERENCES**

### **5.01 Union Committee**

The Union shall appoint and maintain a committee composed of two (2) persons plus alternates who are employees of the Employer, and the Secretary-Business Manager, or their representative, which shall be known as the Union committee. The Union at all times shall keep the Employer informed of the individual membership of the committee.

The time spent by shop stewards or Union committee members in the course of their duties shall be considered as time worked and shall be paid in accordance with the provisions of the Collective Agreement.

### **5.02 Joint Consultation Committee**

- (a) There shall be a joint Union-Management committee composed of two (2) representatives appointed from the Union and two (2) representatives appointed from Management. The Chair of the committee shall alternate between Management and the Union. The committee shall meet no less than once every three (3) months, unless mutually agreed otherwise.

- (b) The Union and the Employer are committed to a process of working together with the common goal of anticipating and resolving mutual problems and improving their day to day working relationship. The parties will also discuss the quality of resident services and make recommendations to improve the services.

Responsibilities of the committee shall be to make recommendations to the Union and Employer on matters, other than grievances, relating to the promotion of workplace productivity, development of work-related skills and the maintenance of good relations between the parties.

- (c) Employees attending joint Union-Management committee meetings shall suffer no loss of wages or benefits, or be paid wages at straight-time only.

## **ARTICLE 6 – NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **7.01 Grievances**

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

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

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

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

**Step (1)** The employee, with or without a shop steward or Union committee member (at the employee's option), shall first discuss the grievance with their immediate supervisor or department head within ten (10) calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then;

**Step (2)** The grievance shall be reduced to writing within a further fourteen (14) calendar days by:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (c) the grievance shall be signed by the employee and a shop steward or Union committee member;
- (d) the supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (e) within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give their written reply. If the grievance

is not settled at this step, then;

**Step (3)** The Union committee and the Employer, or its delegate, shall meet within twenty-one (21) calendar days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration within a further thirty (30) calendar days.

## **7.02 Union Representation**

No shop steward, Union committee member, or employee shall leave their work without obtaining the permission of their immediate supervisor. The Employer shall be advised of the approximate duration of absence and notified upon return to duties. The Employer agrees that permission will not be unreasonably denied. Employee, shop steward or Union committee member discussions shall take place where residents are not affected.

## **7.03 Grievance Investigations**

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

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



#### **7.04 Policy Grievance**

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

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

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

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

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

#### **7.06 Time Limits**

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

#### **7.07 Right to Have Steward Present**

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

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

## **7.08 Right to Grieve Disciplinary Action**

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

Any such discipline shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided the employee's personnel file does not contain a further record of any 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 personal record.

## **7.09 Industry 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:

- Amanda Rogers
- Chris Sullivan
- Elaine Doyle
- Irene Holden
- Koml Kandola
- Mark Brown

- or a substitute agreed to by the parties, shall by the mutual agreement of the parties:
  - a) investigate the difference,
  - b) define the issue in the difference, and
  - c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

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

The parties shall jointly bear the cost of the Troubleshooter.

## **ARTICLE 8 – ARBITRATION**

### **8.01 Composition of Board**

Should the parties fail to settle any grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the notice given by either party, be referred to the arbitration, determination and award of an Arbitration Board of one (1) member. Such Board shall be deemed to be a Board of Arbitration within the meaning of the BC Labour Relations Code.

List of Arbitrators:

- Amanda Rogers
- Chris Sullivan
- Elaine Doyle
- Irene Holden

- Koml Kandola
- Mark Brown

The parties, by mutual agreement, may amend the list of arbitrators or agree to a substitute to the listed arbitrators at any time.

The decision of the said arbitrators made in writing in regard to any difference/s, shall be final and binding upon the Employer, the Union, and the employees concerned.

## **8.02 Authority of Arbitration Board**

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated. The Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

## **8.03 Expenses of Arbitration Board**

Each party shall pay one-half ( $\frac{1}{2}$ ) the fees and expenses of the Arbitration Board, and each party shall bear the expenses of its participants and witnesses.

# **ARTICLE 9 – HOURS OF WORK**

## **9.01 Continuous Operation**

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

## **9.02 Hours of Work**

- (a) The provisions of this Article shall not be considered a guarantee as to the hours per day, number of days per week, nor a guarantee of work schedules.

The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be as follows:

Inglewood Care Centre – 35 hours average per week, 7.5 hours per day.

In the event that the Employer changes the shift scheduled hours of work as noted above, they will notify the Union and the employees a minimum of 90 days in advance and will make every effort to maximize full-time positions.

- (b) Regular employees shall receive no less than two (2) consecutive rest days off each week, otherwise overtime rates shall be paid in accordance with Article 10.

### **9.03 Rest and Meal Periods**

An unpaid meal break of thirty (30) minutes shall be provided for each shift of five (5) or more hours. Employees working a full shift of seven (7) or more hours shall receive a paid fifteen (15) minute break in each half of their shift. Employees working shifts of four (4) hours to six-and-a-half (6.5) hours shall receive one paid fifteen (15) minute break.

All employee breaks should be taken in a designated staff area. Employees are required to remain in the facility during paid breaks. If the Employer requires an employee to stay on site during their meal period they shall be paid for that meal period at their basic rate of pay.

### **9.04 Scheduling Provisions**

- (a) Work schedules covering a four (4) week period shall be posted fourteen (14) days in advance. The Employer reserves the right to alter the schedule if the affected employee is given fourteen (14) days' notice. If an employee's scheduled hours are changed without the agreement of the employee, and with less than fourteen (14) days' notice, the employee shall be paid at one-and-one-half times ( $1\frac{1}{2} \times$ ) their hourly rate for the notice period. Shift hours may change for operational reasons with reasonable notice.

The Master Roster shall be available to the employees upon request. It is understood that the actual schedule may vary from the Master Roster as scheduling requirements necessitate.

- (b) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of the next, unless otherwise mutually agreed.
- (c) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 10.
- (d) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Any requests made for days off after the schedule is posted may be done by mutual shift exchange and prior approval by the Care Manager or designate. Approval for such requests shall not be unreasonably withheld. Mutual shift exchanges shall not result in any increased cost to the Employer.
- (f) In the event an employee is called in to work on a regularly scheduled day off, they shall be required to work the number of hours regularly scheduled for that shift or the number of required hours.
- (g) If an employee reports for work as scheduled but for whom no work is available or because a change was made in the schedule without notifying the employee in advance, they shall be entitled and required to work four (4) hours or the number of hours scheduled if less than four (4) hours.

- (h) Time spent attending staff meetings where the Employer has indicated that attendance is mandatory shall be treated as time worked. If such staff meeting causes an employee to work more than eight (8) hours in a day, the overtime provisions of this agreement shall apply.

## **ARTICLE 10 – OVERTIME**

**10.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 9.02, or who are requested to work on their scheduled off-duty days shall be paid:

- (a) One-and-one-half times ( $1\frac{1}{2} \times$ ) the employee's regular hourly rate for the first four (4) hours in excess of eight (8) hours per day or forty (40) hours per week, and double-time ( $2 \times$ ) thereafter.
- (b) Full-time employees who have worked their full weekly shift rotation and who are required to work on their scheduled days off shall be paid at time-and-one-half ( $1\frac{1}{2} \times$ ) for the first four (4) hours and double-time ( $2 \times$ ) thereafter.

**10.02** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 11 - Statutory Holidays, the employee shall be paid overtime at the rate of time-and-one-half ( $1\frac{1}{2} \times$ ) the premium statutory holiday rate for all hours worked beyond eight (8) hours in that day.

**10.03** Overtime shall be compensated either in cash or time off. This must be specified in writing to the Care Manager by the employee by the end of the current pay period, and if not done so, will be compensated by cash. Time off shall be scheduled at a mutually agreeable time. Overtime shall be paid by the end of the next pay period.

**10.04** When an employee is requested to work a minimum of two (2) hours after their regularly scheduled shift, they will be entitled to a fifteen (15) minute paid break between the shifts. If the overtime extends to beyond three (3) hours, the employee shall

receive breaks in accordance with Article 9.03.

**10.05** When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, including an extra day off, the employee may decline to work such overtime except in cases of emergency.

**10.06** An employee required to work additional hours adjoining their regular 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.

**10.07** Overtime shall be offered in order of seniority. Where the overtime shift is for less than 3 hours, the overtime shift will be offered to qualified employees already working on the unit, in order of seniority. If there are no employees on the unit willing to work the overtime shift, the work will be offered to qualified employees already at work, in order of seniority. If there is nobody in the workplace, the Employer will call other employees in order of seniority.

Where the overtime shift is for more than 3 hours and when vacancy is known less than 2 hours in advance of the shift (or 3 hours in advance, until electronic scheduling is introduced), the overtime will be offered to employees at all workplace in order of seniority.

If there is nobody at the workplace, the Employer will call other employees in order of seniority. Where the overtime shift is for more than 3 hours and where the vacancy is known more than 2 hours in advance of the shift (or 3 hours until electronic scheduling is introduced), the overtime will be offered to all qualified employees in order of seniority.

#### **10.08 Call-Back**

Employees called back to work on their regular time off shall



receive a minimum of two (2) hours pay at the applicable rate whether or not they actually commence work.

**ARTICLE 11 – STATUTORY HOLIDAYS**

**11.01** Employees who have worked at least fifteen (15) of the last thirty (30) days employment will be entitled to eleven (11) statutory holidays and such other holidays as may be in the future proclaimed by the Provincial Government.

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

**11.02** Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1½ x) in addition to a day's pay.

Employees who are required to work on Christmas day shall be paid at the rate of double-time (2x) in addition to a day's pay.

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

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

**ARTICLE 12 – ANNUAL VACATION**

**12.01** During each year of continuous service in the employ of the Employer, a regular full-time or regular part-time employee shall earn entitlement to a vacation with pay.

**12.02** After six (6) months of continuous employment, such earned vacation entitlement can be taken on a "use as accrued" basis.

**12.03** The rate at which such entitlement is earned shall be earned as follows:

- a) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of employment, an employee earns a vacation of ten (10) working days at four percent (4%) vacation pay based on gross earnings from the previous year;
- b) during the third (3<sup>rd</sup>) to sixth (6<sup>th</sup>) years of employment, an employee earns a vacation of fifteen (15) working days at six percent (6%) vacation pay based on gross earnings from the previous year;
- c) during the seventh (7<sup>th</sup>) and beyond years of employment, an employee earns a vacation of twenty (20) working days at eight percent (8%) vacation pay based on gross earnings from the previous year;
- d) during the twelve (12<sup>th</sup>) and beyond years of employment, an employee earns a vacation of twenty-five (25) working days at ten percent (10%) vacation pay based on gross earnings from the previous year.
- e) casual employees earn vacation at four percent (4%).

**12.04** The purpose of vacation is to allow employees an opportunity to rest and revitalize themselves. Therefore, there shall be no payments made in lieu of vacation, except when an employee ceases employment, or an employee is on an extended unpaid leave of absence and is unable to take earned vacation time within the vacation year.

**12.05** Vacation time shall not be carried over from year to year. In special circumstances, employees may request a vacation carry over which will be considered on a case-by-case basis.

## **12.06 Vacation Scheduling**

Vacations requests must be submitted by no later than January 31<sup>st</sup> to be scheduled for the vacation calendar year of April 1 – March 31. Vacation time may be divided into blocks of one to two weeks in duration. Scheduling of vacation shall be in accordance with seniority within a classification. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Remaining vacation periods will be scheduled in a fair and equitable manner amongst employees within a classification. The approved vacation schedule will be posted at the worksite on or before February 28<sup>th</sup> in each year.

Employees failing to exercise their rights to request vacation within the vacation selection time posted by the Employer will forfeit their seniority rights with respect to choice of vacation time. In such cases, the Employer reserves the right to schedule vacation time for the employee. Employee vacation requests submitted after March 31<sup>st</sup> will be responded to by the Employer within twenty-one (21) calendar days and approved vacation will be added to the posted vacation schedule.

A maximum of two (2) weeks of vacation time may be carried forward from one year to another. Employees who wish to carry vacation forward should notify the Employer by January 31<sup>st</sup>.

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

## **12.07 Vacation Pay**

Vacation pay shall be paid to all regular full-time and regular part-time employees in accordance with the regular payroll schedule.

**12.08** Employees who have commenced their annual vacation shall not be called back to work, except in cases of emergency. If such occurs, an employee shall receive one-and-one-half times ( $1\frac{1}{2} \times$ ) their applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time.

## **ARTICLE 13 – PROBATIONARY EMPLOYEES**

**13.01** For the first three (3) months of continuous service with the Employer, an employee shall be a probationary employee. For the purposes of this provision only, any absence from work during this period will not be included in the calculation of continuous service. Casual employees shall serve a probationary period of four-hundred-and-fifty (450) hours or six (6) months, whichever comes first. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) month provided written reasons are given for requesting such extension.

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

**13.03** An employee who terminates their employment with the Employer after completing their probation period and is rehired within one (1) year in the same position/classification that they left, shall receive the end of probation rate upon their return, and shall not be required to re-serve the probation period, however their seniority shall commence from their most recent hire date.

## **ARTICLE 14 – SENIORITY**

### **14.01 Seniority Defined**

Seniority is defined as the employee's hours of work since the employee's most recent date of hire, and shall accumulate based

on straight-time hours.

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

- a) Paid holidays;
- b) Paid vacation;
- c) Leave while in receipt of wage-loss benefits under the *Workers' Compensation Act*;
- d) Paid sick leave; and
- e) Approved leaves of absence under this Collective Agreement.

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

#### **14.02 Seniority Lists**

Seniority lists shall be reviewed and posted every six (6) months. Such seniority shall be subject to correction for error on proper representation by the Union, within one (1) month of the Union's receipt of the seniority dates. Upon request, the Employer agrees to make available to the Union the seniority of any employees covered by this agreement. The Employer shall supply the Union with a copy of the lists.

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

- a) the employee quits;
- b) the employee retires;
- c) the employee is discharged for just cause and is not reinstated;
- d) the employee is absent from work without permission for more than three (3) consecutive working days or more unless an explanation satisfactory to the Employer is given by the employee for both the absence and the failure to request permission;
- e) the employee overstays a vacation or leave of absence without securing a written extension of such leave of absence or vacation from the appropriate Director, unless an explanation

satisfactory to the Employer is given by the employee for both the need for the extension and the failure to request same;

- f) the employee utilizes a leave of absence for purposes other than those for which it was granted;
- g) the employee fails to return to work without an acceptable reason immediately after the Employer has been notified by a physician, an insurer or WorkSafeBC that the employee is able to return to work;
- h) if the employee is recalled to work and fails to return within four (4) days of being telephoned or having notice of recall delivered by registered mail to the employee's home address. Such mailing shall be the last address of the employee that the Employer has in its files for that employee and such mailings shall be deemed to have been received by the employee.

## **ARTICLE 15 – JOB CLASSIFICATION AND RATES OF PAY**

### **15.01 Job Descriptions**

- (a) The Employer shall draw up job descriptions for all jobs and classifications in the Bargaining Unit. Each employee shall be provided with a copy of the job description for their position. The Union shall be provided with copies of job descriptions for all positions for which the Union is the certified bargaining agent.
- (b) Job descriptions shall contain the job title, qualifications and wage level of the job, a summary statement of the job, a list of the duties and the date prepared.

### **15.02 Notice of New Positions**

Where a new job classification is required, the wage rate for the new classification shall be established by the Employer, and written notice shall be given to the Union. The classification and wage rate shall be considered agreed unless the Union objects within thirty (30) days of notification.

### **15.03 Notice of Changed Positions**

In the event that the Employer is required to introduce 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 proposed wage rate, such objection to the wage rate must be made in writing, within thirty (30) days of notification by the Employer. If no written objection is received by the Employer, the wage rate shall be considered agreed to.

**15.04** The parties shall meet to discuss the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party may refer the matter to arbitration for resolution under Article 8.

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

Where the Company requires an employee to work temporarily in a higher classification, the employee shall be paid the higher rate for the period so employed.

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

### **ARTICLE 16 – FILLING JOB VACANCIES**

**16.01** The Employer shall post notice of vacancies with duration of sixty (60) days or more for a period of one (1) week. A job posting shall contain the following information: job position/classification, a summary of the duties, the required qualifications, the hours of work including days off, the wage scale, work area and commencement date.

#### **16.02 Temporary Vacancies less than 30 Days**

(a) Notwithstanding clause 16.01, if the vacancy is a temporary one of less than thirty (30) calendar days, the position shall not be posted and instead shall be filled as follows:

- i) in order of seniority, by qualified regular employees who have indicated in writing their desire to work additional hours;
  - ii) by Casual employees;
  - iii) if the application of this paragraph requires the Employer to pay overtime to the employee, the proposed move shall not be made;
- (b) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of bargaining unit applicants pursuant to clause 16.04.

**16.03** The Employer shall also consider applications from those employees who are absent from their normal places of employment because of an approved 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.

**16.04** The Employer may delay the implementation of an awarded position if the successful applicant cannot leave their current position without adversely affecting the operations of the Company. In such case the Employer may temporarily fill the vacancy until such time as another employee has been trained to replace the applicant in their current position. The Employer shall make every effort not to exceed thirty (30) days.

**16.05** The Employer will post the name of the successful applicant within three (3) calendar days of awarding the position.

**16.06** 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.

**16.07** One (1) copy of all postings shall be sent to the Local Union designate within the aforementioned seven (7) calendar days.



### **16.08 Selection Criteria**

In selecting the successful candidate for a vacancy, seniority shall be the determining factor where the required qualifications, past performance, skills and abilities are relatively equal between two or more applicants.

### **16.09 Trial Period**

The successful applicant to a regular job vacancy shall be placed on a trial period of three (3) months, during which the employee's performance shall be reviewed regularly and the findings of the reviews shall be shared with the employee without undue delay. In the event that the employee proves unsatisfactory, or if the employee wishes to be relieved of the job during the trial period, the employee shall be returned to their previous position and pay rate. 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.

### **16.10 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.

**16.11** Employees who post into a temporary vacancy shall not be eligible for any further temporary job postings within the first ninety (90) days working in the temporary position.

## **ARTICLE 17 – TECHNOLOGICAL CHANGE**

**17.01** As per Section 54 of the BC Labour Relations Code, where the Employer intends to introduce technological change which affects the job security of a significant number of employees, the Employer shall give no less than sixty (60) calendar days' notice in writing to the Union.

**17.02** The Employer and the union shall meet within twenty-one

(21) days of the date of the notice. The parties will make every reasonable effort to reach agreement.

## **ARTICLE 18 – LAY-OFF AND RECALL**

**18.01** A layoff shall be defined as a cessation of employment, the elimination of a job, or a reduction in the hours of work of a position by one hour a day or more.

**18.02** The Employer shall give regular full-time and regular part-time employees the following written notice or pay in lieu of notice:

- a) one (1) weeks' notice after (3) three consecutive months of employment;
- b) two (2) weeks' notice after twelve (12) consecutive months of employment;
- c) three weeks' notice, after three (3) consecutive years, plus one additional week for each additional year of employment to a maximum of eight (8) weeks.

### **18.03 Bumping**

It is agreed that in instances where a job is eliminated or hours reduced by one hour a day or more, an employee may choose one of the following options:

- a) an employee may accept the reduction in hours;
- b) an employee may accept the layoff or reduction in hours and be placed on the casual call in list and be placed on the recall list;
- c) be placed on the recall list;
- d) bump the most junior employee with the same number of hours provided the employee possesses the qualifications, skill and ability to perform the job of the less senior employee. The Employer shall supply to the employee and the Union a list of all employees that may be bumped by the employee. Bumping rights must be exercised by providing written notice to the Employer as soon as possible but no later than 48 hours after receiving notification of layoff.

**18.04** Notice of lay-off shall not apply to probationary employees or where the Employer can establish that the lay-off results from an act of God, fire or flood.

**18.05** Laid off regular post probation employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be recalled, if the employee possesses the qualifications, skills and ability to do the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within three (3) days of the date of receipt of notification by registered mail to the employee's last known address shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the three (3) day provision. However, such employees shall notify the Employer of their intentions to return to work within three (3) days of notification.

**18.06** Where a notice of displacement or lay-off actually results in a lay-off, prior to the lay-off becoming effective, two (2) copies of such notice shall be sent to the local Union designate.

**18.07** An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current telephone number and address for purposes of recall. The Employer's only obligation on recall is to contact the employee at the last known address. Therefore, failure to provide correct, current information could jeopardize the employee's right to recall.

## **ARTICLE 19 – SICK LEAVE**

**19.01** Regular full-time and regular part-time employees will receive sick pay of 3.2% of gross wages annually. Regular full-time and regular part-time employees will be credited with five (5) days of sick leave on January 1<sup>st</sup> of each calendar year.

To the extent the Collective Agreement provides for an additional entitlement (e.g. 3.2% = 8 days), any additional day(s) will be

available to employees for use once they have worked enough hours to accrue the additional entitlement.

Casual employees and part-time employees accruing less than the minimum number of days statutorily required, will be provided with sick leave in accordance with the *Employment Standards Act* and Regulation. This benefit for casual employees (and any topped up sick leave for part-time employees) does not accrue and will not be paid out or carried over from year to year.

**19.02** Regular employees may elect to have unused sick pay paid out on January 17<sup>th</sup> of each year, or may elect to carry forward unused sick pay. However, employees will not be permitted to accumulate more than the equivalent of one-hundred (100) hours of sick pay in their bank. Any amount above that amount must be paid out on January 17<sup>th</sup> of each year.

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

**19.04** Paid leave credits may be used by an employee to be absent from work without loss of pay in the event of illness or disability, medical/dental appointments and special leave.

**19.05** When an employee is on Employer paid sick leave, all benefits contained in this agreement will continue to accrue. Following expiration of Employer paid sick leave, employees will be placed on an unpaid leave of absence until such time as they return to work or are deemed permanently unable to return to work.

**19.06** Regular employees transferring to casual status are not

entitled to access their sick leave benefits until such time as they may revert to regular status, and will lose their banked sick leave credits upon termination of employment if these status is casual status at that time. Regular employees will also be paid out their banked sick leave credits upon termination of employment.

**19.07** Subject to the above, an employee granted paid leave shall be paid, for regularly scheduled shifts absent due to illness or disability, medical/dental appointments, and illness in the immediate family requiring the employee's personal attention, and the number of hours thus paid shall be deducted from their accumulated paid leave credits up to the total amount of their available credits at the time the leave commenced.

**19.08** Employees who are off because of sickness or accident shall at the expiration of paid leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first fiscal year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. An employee may be required to provide satisfactory proof of the reasons for an absence if all paid leave credits have been used and/or provide a medical opinion as to the expected date of return to work.

The Employer's decision for further leave of absence without pay shall be in writing.

**19.09** WorkSafeBC leave with pay shall be granted for the one (1) day or less of the accident not covered by WorkSafeBC.

## **ARTICLE 20 – LEAVES OF ABSENCE**

**20.01** Regular employees shall be granted up to three (3) days of paid bereavement leave upon written notification on a Affinity

Seniors Care Leave Request form, in the event of the death of the following family members: mother, father, spouse, child (including miscarriage or stillborn child of 20 weeks or later not covered by pregnancy leave), sister, brother, grandparent, grandchild, father-in-law, mother-in-law, step-parent, step-child or another relative living in the same residence as the employee.

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.

**20.02** Unpaid leave will be granted in the absence of a completed Affinity Seniors Care Leave request form.

**20.03** An additional two (2) consecutive work days without pay may be granted to employees who are required to travel in order to attend the funeral. Paid leave credits may be used by an employee for travel to attend the funeral.

#### **20.04 Compassionate Care Leave**

Regular employees shall be granted compassionate care leave in accordance with section 52.1 of the *Employment Standards Act*.

### **UNPAID LEAVES**

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

#### **20.06 Family Responsibility Leave**

An employee is entitled to up to five (5) days of unpaid leave

during each year to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care, or;
- b) the care or health of any other member of the employee's immediate family.

## **20.07 Maternity / Parental / Adoption Leave**

### **Maternity Leave**

- (a) Maternity leave shall not constitute cause for dismissal.
- (b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- (c) A pregnant employee who requests maternity leave is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins:
  - i. No earlier than 13 weeks before the expected birth date, and
  - ii. No later than the actual birth date and ends no later than 17 weeks after the leave begins.
- (d) An employee who requests leave after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- (e) An employee who requests leave after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- (f) An employee who requests leave is entitled to up to 6 additional consecutive weeks of unpaid leave, if for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends consistent with (c), (d), and (e).

- (g) A request for leave must:
  - i. Be given in writing to the Employer,
  - ii. If the request is made during the pregnancy, be given to the Employer at least 4 weeks before the day the employee proposes to begin leave, and
  - iii. If required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (f).
- (h) If an employee on leave under subsection (c) or (d) proposes to return to work earlier than 6 weeks after giving birth to the child, the Employer may require the employee to give the Employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

### **Parental Leave / Adoption Leave**

- (i) An employee who requests leave under paragraph (i), (ii), or (iii) of this article is entitled to:
  - i. For a parent who takes leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the Employer and the employee agree otherwise, immediately after the end of the leave taken under Article 20.07 above.
  - ii. For a parent, other than an adopting parent who does not take leave under Article 20.07 above, in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children,
  - iii. For an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- (j) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave is entitled to up to an additional 5



consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under (i) above.

(k) A request for leave must:

- i. Be given in writing to the Employer.
- ii. If the request is for leave under (a)(i) or (ii) above, be given to the Employer at least 4 weeks before the employee proposes to begin leave (if possible), and
- iii. If required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(l) An employee's combined entitlement to leave under Article 20.07 is limited to 78 weeks plus any additional leave the employee is entitled to under Article 20.07(f) and (j).

**20.08** The Employer recognizes there are a variety of paid and unpaid leaves under the *BC Employment Standards Act* including, but not limited to:

- Leave respecting domestic or sexual violence
- Critical illness leave
- Compassionate care leave
- Leave respecting disappearance of a child
- Leave respecting the death of a child

The Employer will permit such leaves in accordance with the terms set out in the *Employment Standards Act*, as it may be amended from time to time. Any staff member who feels they might be eligible for any of the above leaves should contact the Employer.

## **20.09 Gender Affirmation 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 to the employee's particular needs based upon the direction and advice provided from a medical practitioner.

## **20.10 Jury Duty**

Employees who are required by summons or subpoena to serve as jurors or witnesses shall be granted leave without pay for the required period of attendance.

## **20.11 Unpaid Leave - Union Business**

- (a) Leave of absence without pay shall be granted to employees designated by the Union to transact Union business unless this would unduly interrupt the Employer's operations, or result in additional wage costs. 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.
- (b) When leave of absence without pay is granted pursuant to part (a), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs within thirty (30) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time.

This provision does not apply to employees on extended leaves of absence who are employed by the Union on a permanent full-time basis.

- (c) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of fourteen (14) days'

notice prior to the commencement of leave under (a) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

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

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absences carry into the next month, the employee shall have the option of continuing their benefits into that next month provided the employees makes such request and provides the Employer with post-dated cheque(s) for their share of the benefit cost prior to the commencement of the leave. Employees on unpaid leave for WorkSafeBC, medical, LTD, compassionate care, maternity, parental, adoption and all other *Employment Standards Act* sanctioned leaves shall continue to accumulate seniority.

**20.13** An employee who takes leave to accept an Employer's appointment outside of the Bargaining Unit on a temporary basis and who returns to a Bargaining Unit position within six (6) months shall continue to accumulate seniority and benefits.

An employee who returns to the Bargaining Unit after more than six (6) months on such an assignment shall return with only their seniority earned prior to the assignment.

### **20.14 Education Leave**

After three (3) years of continuous service an employee may request an unpaid leave of absence to take educational courses relevant to their work or promotion, subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of

absence in excess of four (4) calendar months, such employee shall make every effort to give three (3) calendar months' advance notice in writing of such request.

- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notice of the Employer's decision shall be given in writing within fourteen (14) days of the request.

Any employee granted unpaid education leave will not continue to accumulate seniority while on leave, but shall return to their former job with any seniority accrued prior to the leave.

Any vacancy created under this article will be considered a temporary vacancy.

### **20.15 Ceremonial, Cultural, Spiritual and Compassionate Leave for Indigenous Employees**

Indigenous employees may request up to three (3) days of unpaid leave per calendar year to participate in ceremonial, cultural, or spiritual events. When requesting such leave, the employee will advise the Employer of the nature of the event they are attending and provide the Employer with as much advance notice as possible (and no less than seven (7) calendar days' notice). Requests for such leave will not be unreasonably denied.

## **ARTICLE 21 – SHIFT PREMIUMS**

### **21.01 Night Shift**

Employees working night shift shall be paid a shift differential of one-dollar-and-twenty-five cents (\$1.25) per hour for the entire shift. Night shift shall be defined as any shift in which the major portion of the shift occurs between 12:00 midnight (2400 hours) and 8:00 a.m. (0800 hours).

### **21.02 Evening Shift**

Employees working the evening shift will be paid a shift premium

of twenty-five cents (\$0.25) per hour for the entire shift worked. The evening shift shall be defined as any shift in which the major portion occurs between 4:00 p.m. (1600 hours) and 12:00 midnight (2400 hours).

### **21.03 LPN in Charge Nights**

Night shift LPN's in charge premium of two dollars (\$2) per hour.

## **ARTICLE 22 – HEALTH AND SAFETY**

### **22.01 Occupational Health and Safety Committee**

- (a) The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.
- (b) The Employer and the Union shall each appoint two (2) representatives and two (2) alternate representatives to participate in the Occupational Health and Safety committee.
- (c) The employee members of the committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the joint committee. The member(s) of the committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in committee meetings, workplace inspections and accident investigations at the request of the committee pursuant to the WorkSafeBC Occupational Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.
- (d) The Occupational Health and Safety committee may use the resources of 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 from the committee meetings will be distributed to both the Union and the Employer.

- (e) In addition to persons appointed by the parties, either party may involve others who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.
- (f) The committee shall, as part of its mandate receive and/or investigate complaints, and/or provide recommendations to the Employer with respect to workload problems which are safety related.

**(g) Ergonomics**

The Occupational Health and Safety committee may make recommendations to the Employer on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

## **22.02 WorkSafe BC**

Employees who are absent from work and receiving benefits from WorkSafeBC shall be considered as being at work and shall receive benefits as if they were working, provided they pay their share of the premium costs.

## **Return to Work from Injury or Illness**

Prior to returning to work from an injury or illness, the Employer may require employees to provide medical certificates certifying that they are fit to return to work and are able to perform the full scope of their duties. The Employer will reimburse the expense of providing such requested medical certificates.

## **22.03 Aggressive Residents**

When the Employer is aware that a resident has a history of aggressive behavior, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive resident and on how to respond to a resident's aggressive behavior will be provided by the Employer. The Employer shall make every reasonable effort to ensure that

sufficient staff is present when dealing with such resident. It is understood that this is at no extra cost to the Employer.

#### **22.04 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) and cleaning, and handling procedures concerning resident care, resident environment and resident belongings and articles of use.

#### **22.05 Violence and Respect in the Workplace**

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 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.

#### **22.06 Working Alone or in Isolation**

The Employer will ensure there is a check in program in place for those who work alone under which conditions may present a risk of disabling injury as outlined in WorkSafeBC Regulations and the Act. This will be done in consultation with those employees' who work alone and the Occupational Health and Safety committee.

#### **22.07 Employee Workload**

Where the absence of one or more employees may create an unsafe increase in the workload for other employees, the Employer will make reasonable efforts to resolve the matter by:

- (a) Utilizing casual employees in accordance with the Collective Agreement.

- (b) Supervisor will discuss and where appropriate, re-order duty priorities with the affected employee(s).
- (c) Re-assigning work.

## **22.08 Critical incident stress defusing**

A work place critical incident is an event that causes emotional or psychological trauma for people exposed to the incident. It is a sudden, powerful event outside the range of normal experience – and outside the worker's control.

In the event of a critical incident within the workplace the Employer will make available to employees who have suffered a serious work related, traumatic incident of an unusual nature, on a voluntary basis, access to WorkSafeBC's Critical incident Response Program. Leave to attend such a session will be without loss of pay.

## **22.09 Training and Orientation**

- (a) No employee shall be required to work on any job or operate any piece of equipment until they have received proper orientation.
- (b) 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 and the safe handling of materials and products. The Employer will also make available information, manuals and procedures for these purposes.

## **22.10 Right to refuse Unsafe Work**

Employees have the right to refuse to perform unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulations made pursuant to the *Workers Compensation Act*.

**22.11** In the event of a member fatality, the Employer shall immediately notify the Secretary Business Manager of the Union along with the Union representatives on the committee.



## **22.12 Transportation of Accident Victims**

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.

## **ARTICLE 23 – GENERAL**

### **23.01 No Discrimination**

- (a) The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.
- (b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, as defined by the Employer's Harassment Policy.

### **23.02 Procedure for Filing Complaints**

- (a) An employee who complains of harassment under the provisions of the Employer's Harassment Policy must first comply with the policy's procedures before filing a grievance or human rights complaint.
- (b) The Employer, the employees and the Union agree that where there is a complaint under Article 23.01 (a) or (b) above that could be adequately remedied in a single forum; no multiple forum complaints shall be filed.
- (c) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

### **23.03 Employee Files**

An employee, or the Union 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, and if requested, be provided with one copy of any document(s) in the file. The employee, or their designate, shall give the Employer a minimum

of five (5) days' notice, prior to having access to such file.

The personnel file shall not be made public or be shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business (including the provision of employment references to other Employers) and/or for purposes of the proper application of this Agreement.

#### **23.04 Evaluation Reports**

Performance evaluations are not part of the disciplinary process. Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. At the end of the performance appraisal meeting, the employee shall sign the form indicating that the performance appraisal meeting took place with the manager. The employee shall receive a copy of the evaluation report at the time of signing.

The employee has the right, within seven (7) calendar days, to provide any written response or comments to the performance appraisal. This response must be signed and dated by the employee and shall be appended to the evaluation and maintained on the employee's personnel file. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee.

#### **23.05 Name Tags**

Employees are required to wear their name tags as provided by the Employer, at all times while present at the facilities.

#### **23.06 Union Badges and Insignia**

Employees are permitted to wear pins or shop steward badges.

#### **23.07 Employer Property**

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.

Upon submission of reasonable proof, the Employer will repair or indemnify with respect to clothing and personal property including eye glasses of an employee incurred while the employee is on duty and caused by the actions of a resident.

### **23.08 Vaccination and Inoculation**

When an employee is required by the Employer to undergo vaccination, inoculation or other immunization, it shall be provided by the Employer and on the Employer's time. The Employer will provide in-service programs to limit the spread of infectious diseases amongst employees and residents.

### **23.09 Transportation Allowance**

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 based on the current CRA per kilometre rate.

### **23.10 Pay Days**

Wages shall be paid semi-monthly, 8<sup>th</sup> and 23<sup>rd</sup> day of each month. The distribution of pay stubs shall be done in such a manner that the details of the pay cheque shall be confidential.

The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and hourly rate and vacation paid, and an itemization of all deductions.

## **ARTICLE 24 – CONTRACTING OUT**

### **24.01 No Layoff of Employees**

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

### **24.02 Exceptions**

The Employer has the right to contract for services when:

- a) the Employer does not have the equipment or facilities necessary to provide the required service; or
- b) the Employer does not have employees who perform such work or are qualified in such work; or if the work poses a significant health and safety risk for existing employees, or
- c) an emergency occurs.

## **ARTICLE 25 – PRINTING OF THE AGREEMENT**

**25.01** The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their obligations under it. For the term of this Collective Agreement, the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the parties.

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

## **ARTICLE 26 – EFFECTIVE AND TERMINATING DATES**

### **26.01 Terminating Date**

The Collective Agreement shall expire May 31, 2027.

### **26.02 Effective Dates**

The effective date for all terms and conditions of this Agreement including wages and benefits is the date of ratification, unless otherwise specified.

**26.03** It is agreed that the operation of Subsection 2 and 3 of Section 50 of the BC Labour Relations Code is excluded from this Agreement.

## **ARTICLE 27 – CASUAL ENTITLEMENT**

**27.01** The Employer may call in Casual employees to perform work for the following reasons:

- a) relief work in vacancies created by the absence of a regular full-time or regular part-time employee.
- b) emergency relief.
- c) unanticipated or irregular relief work.

**27.02** Where the Employer is aware that the position that is being filled by a Casual employee will be in excess of sixty (60) days, the position shall be posted and filled in accordance with this Collective Agreement.

**27.03** Part-time employees may also register for casual work provided there are no overtime costs.

**27.04 Call In**

- (a) Employees on the casual list shall be called to work in order of seniority as follows:
  - i) The Employer shall contact those employees designated as available for the shift or block of shifts being assigned, but may also contact others who might be available notwithstanding their availability form, if the shift(s) cannot be otherwise filled.
  - ii) Contact may be made either by telephone, text message, email or other electronic means of communication. Employees will indicate their preferred method of contact (one contact), and that preferred method will be utilized.
  - iii) Where electronic communication is utilized, notice may be sent to several employees simultaneously. The notice will indicate the details of the available work, and the timeline for reply.
  - iv) Where electronic communication is utilized, the following shall apply:
    - 1. Where a vacancy is known less than forty-eight (48) hours in advance, the casual employees shall have 15

minutes to respond, and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.

2. Where a vacancy is known more than forty-eight (48) hours in advance, but less than four (4) weeks in advance, the casual employees shall have sixty (60) minutes to respond, and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
3. Where a vacancy is known more than four (4) weeks in advance, the employees shall have seventy-two (72) hours to respond, and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.

A record of calls or electronic communications will be maintained for at least sixty (60) days subsequent to the shift(s) being filled. In the case of a dispute, the Union will have access to the call logs and will be entitled to make photocopies as needed. In the event of a dispute, the call logs will be maintained for the period of the dispute and 30 days after the dispute comes to an end.

The seniority list for call-in shall be updated quarterly, commencing March 1, 2022. Time accumulated in a current period shall not be reckoned until the next adjustment date. Within two (2) weeks of each adjustment date, the Employer shall provide the Union a revised electronic copy of the call-in seniority list.

Casual employees hired after a seniority adjustment date shall be added to the list in the order that they were hired.

As casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.

(b) If concerns arise over the call-in process, and in particular, the

use of electronic communication, the parties will meet to discuss and resolve those concerns. Both parties agree the call-in process should be both efficient, and provide eligible employees with a reasonable opportunity to claim available shifts.

**27.05** All casual employees shall be required to submit, in the form prescribed by the Employer, a schedule of availability for the forthcoming month. This form is to be submitted no later than fifteen (15) days prior to the commencement of the month.

A casual employee who refuses work opportunities on three consecutive occasions in a two (2) month period, where they have indicated availability may be terminated at the Employer's discretion.

**27.06** Employees working a casual shift shall be entitled to time off between shifts in accordance with the *Employment Standards Act*.

### **27.07 Seniority List**

A master casual employee seniority list shall be revised and updated every three (3) months. The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.

For the purposes of call in to do casual work, seniority hours are reconciled at each adjustment date.

Within two weeks of each adjustment date the Employer shall send to the Union designate a revised copy of the casual seniority lists.

### **27.08 Call in Procedure**

All calls shall be recorded in a log book that shows the name of

the employee called, the time of notification of the vacancy, the shift to be filled, the time that the call was made, the line, the results of the call and the initials of the person who made the call.

In the event of a dispute the Union shall have reasonable access to these records and be entitled to make a photocopy of the records at a mutually agreeable time.

**27.09** Regular employees may transfer to casual status provided that the Employer requires additional casual employees.

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

**27.11** Casual employees shall receive vacation pay of four percent (4%) paid on each pay and statutory holiday pay in accordance with the *Employment Standards Act*.

### **27.12 Temporary Positions**

If a casual or part-time employee posts into a temporary position that is benefit-eligible, the employee will be temporarily enrolled in the Employer benefit plan after completing five (5) months of continuous service in the position. Such benefits shall continue for the duration of the temporary posting and will be cost shared under the terms of Article 28.

## **ARTICLE 28 – HEALTH CARE PLAN**

### **28.01 Eligibility for Group Benefits is 20 Regular Hours per week**

Group benefits are as provided in the benefit book distributed by the carrier. The Employer shall provide these benefits and shall be consistent with the current provisions.

Cost sharing for benefits is as follows:



Medical Services Plan:

- 75% Employer Paid
- 25% Employee Paid

Extended Health Care Plan premiums shall be paid 75% by the Employer, and 25% by the employee.

- Extended Health Plan
- Dental Plan
  - Major Dental at 50% coverage (overall dental plan cap remains \$3,500 combined between basic and major).
- Life Insurance
- Accidental Death and Disability Insurance
- Vision \$300 per 24 months. Eye exams to be \$100.

**ARTICLE 29 – RETIREMENT PENSION PLAN**

- (a) All regular employees, upon successful completion of the probationary period, shall have the option of enrolling in the Plan. Participation in the plan is voluntary. Employee contributions to the Plan through payroll deduction shall be on one (1) of the following basis:
  - i. 1% of regular earnings; or
  - ii. 2% of regular earnings; or
  - iii. 3% of regular earnings; or
  - iv. Any % requested in excess of 3%.
- (b) Employees may opt in or out of the plan, or increase or decrease their contribution levels, as noted in (a) above, on January 1<sup>st</sup> or July 1<sup>st</sup> of each year by providing at least thirty (30) days written notice to the Employer.
- (c) The Employer will administer the Plan.
- (d) The Employer will ensure that all new employees are informed of the options available to them under this group RRSP.
- (e) The Employer will match employee contributions up to a maximum of one percent (1%) of regular earnings contributed by the employee.

**WAGE SCHEDULE**  
**Affinity Seniors Care at Inglewood Care Centre**

Classification	Rates
LPN (start)	\$ 27.50
LPN (post-probation)	\$ 28.00
RCA (start)	\$ 21.50
RCA (post-probation)	\$ 22.00
Cook (start)	\$ 21.75
Cook (post-probation)	\$ 22.50
Porter (start)	\$ 17.50
Porter (post-probation)	\$ 18.00
Maintenance (start)	\$ 21.25
Maintenance (post-probation)	\$ 21.75
Multi-Skilled Worker - Dietary, Housekeeping, Laundry (start)	\$ 17.50
Multi-Skilled Worker - Dietary, Housekeeping, Laundry (post-probation)	\$ 18.00

Note: at no time will any listed wage rate be below the BC Minimum Wage Rate.

**Rates of Pay**

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

The parties further agree that should the single site levelled up

wage rates be terminated by the government prior to the Collective Agreement expiring, the parties will re-open the Collective Agreement to discuss wage rates. Wage re-opener negotiations will commence within ninety (90) calendar days of the effective date of wage levelling being terminated.

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

If the parties are unable to reach agreement regarding wage rates within ninety (90) calendar days of wage-reopener negotiations commencing, either party may refer the matter to Interest Arbitration by providing the other party with written notice.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**AFFINITY SENIORS CARE  
INGLEWOOD CARE CENTRE**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Nurse Professional Responsibility**

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Concerns from nursing staff regarding professional practice concerns, being any practice concern relating to Nursing Standards of Practice of the provincial regulatory body, including those which may put patients, residents and/or clients at risk, will be addressed as follows:

- (a) The nurse will discuss the practice concern with the Care Manager, with the objective of resolving the concern. The nurse may be accompanied by a shop steward.
- (b) If the concern is not resolved, the nurse will complete a written statement setting out the practice concern within seven (7) calendar days of their discussion with the Manager, with a copy provided to both the Employer and the Union.
- (c) The Senior Operations Manager (or their delegate) will meet with a Union representative to discuss the practice concern within twenty-one (21) calendar days.

**SIGNED ON BEHALF  
OF THE UNION:**



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



**Nina Dhillon**  
Director of Organizing &  
Private Sector Bargaining



**Jim Calvin**  
HEU Negotiator



Bennie Eucacion (Sep 19, 2025 14:59:41 PDT)

**Bennie Eucacion**  
Bargaining Committee



**Donna Fuller**  
Bargaining Committee

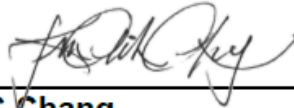


**Jhovie Satermera**  
Bargaining Committee

September 18, 2025

**Dated**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**



**JC Chang**  
Human Resources Generalist



**Grady Tyler**  
Spokesperson

September 18, 2025

**Dated**