

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HCN-Revera Lessee (Crofton Manor) LP  
by its general partner  
HCN-Revera Lessee (Crofton Manor) GP Inc.  
CROFTON MANOR**

**AND**



**HOSPITAL EMPLOYEES' UNION**

**October 1, 2020 – September 30, 2023**

Note: underlined text is new language for 2020-2023

**Crofton Manor**

2803 W.41<sup>st</sup> Avenue  
Vancouver, B.C. V6N 4B4  
Tel: (604) 263-0921

**Hospital Employees' Union**

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

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**COLLECTIVE AGREEMENT**

**BETWEEN:**

**HCN-Revera Lessee (Crofton Manor) LP  
by its general partner  
HCN-Revera Lessee (Crofton Manor) GP Inc.  
CROFTON MANOR  
(the "Employer")**

**AND:**

**HOSPITAL EMPLOYEES' UNION  
(the "Union")**

representing the employees of the Employer who are affected by this Agreement and for whom it has been certified as the sole bargaining agency.

**ARTICLE 1 - PREAMBLE**

**1.01 Preamble**

WHEREAS 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 Employer's business functions in a competitive industry in providing certain accommodation and services for long term care residents and the elderly which differ in income source from Government funded long term care facilities, the parties jointly recognise this distinction and agree that this Agreement should give effect thereto by its support for the maintenance of high quality services for the residents in a caring and cooperative environment, as well as one which is safe, harmonious and rewarding for the staff.

AND WHEREAS the Union is a trade union 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 No Discrimination**

- (a) The Employer and the Union agree not to discriminate on any protected grounds enumerated in the *British Columbia Human Rights Code*.
- (b) The Union and the Employer agree to foster and promote a workplace environment free from harassment and workplace bullying, 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.
- (c) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.
- (d) The Employer also agrees that there shall be no discrimination, interference, restriction, or coercion practised against any employee with respect to employment, placement, promotion, salary determination, or other terms of employment by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, parental status, sexual orientation, family relationship, place of residence, or any other factor not pertinent to performance.

### **1.03 Procedure for Filing Complaint**

- (a) An Employee who wishes to pursue a concern arising from an

- alleged harassment may register a complaint with the Employer or through the Union to the Employer designate.
- (b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however, it is recognized that various representatives of the Employer and the Union will be made aware of or part of the proceedings on a need to know basis. Except as required by the Collective Agreement or law, the Parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.
  - (c) The Employer shall investigate the allegations within thirty (30) days of initiation of the complaint. The Employer shall notify the Union upon conclusion of the investigation whether or not the allegations were substantiated, and indicate what action if any, they intend to take. The Union and the Employer agree that timelines for the purposes of the grievance procedure will be held in abeyance until the conclusion of the thirty (30) day investigation. At the conclusion of the investigation any grievance filed shall commence at Step Three (3) of the grievance procedure.
  - (d) Both during and following the conclusion of the investigation the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.
  - (e) All documents and materials relevant to an investigation shall be provided to the Union upon request.
  - (f) Disputes resulting from actions under this Article may be submitted to any of the third party resolution processes under Articles 8 or 9 of the Collective Agreement.
  - (g) Nothing in this Article limits an employees' right to take a complaint to the British Columbia Human Rights Tribunal.

## **ARTICLE 2 - RECOGNITION OF THE UNION**

### **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 jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.

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

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

- Article 8.04 - Grievance Procedure
- Article 8.05 - Dismissal/Suspension for Alleged Cause
- Article 20.01 - Employer's Notice of Termination

## **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, provided there are sufficient wages owing to employee to cover the deductions.

The check-off monies deducted in accordance with the above

paragraph shall be remitted to the Union by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee. This list shall be provided in an electronic format, such as Microsoft Excel, 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 provisions of Article 2.02.

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, in April and October, the Employer shall provide to the Provincial Union Office, a list of all employees in the bargaining unit, their classification, employment status, employee number, addresses and their telephone numbers known to the Employer. This list shall be provided in an electronic format, such as Microsoft Excel, to [memberupdates@heu.org](mailto:memberupdates@heu.org). A paper copy of the list will be given to the local chair.

## **2.04 Induction**

At the beginning of each calendar month, the Employer shall provide the opportunity for a Union-designated representative to meet with any new employees hired within the previous thirty (30) days.

The Employer shall schedule a meeting for this purpose any day between Monday and Friday and between the hours of 0900 and 1700.

There shall be no deduction of wages or fringe benefits because of time spent by the Union representative during these sessions.

New employees shall receive regular wages while attending at these sessions but regular wages shall be limited to and shall not include any overtime even in cases in which the session is scheduled outside of and in addition to the scheduled work of the employees.

## **2.05 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 one (1) Shop Steward for every fifty (50) employees covered by this Agreement.
- (b) The Employer is to be kept advised of all Steward appointments.
- (c) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (d) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one Shop (1) Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.
- (e) When a Shop Steward or Union Committee member is the only employee on duty in a 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.

### **ARTICLE 3 - DEFINITIONS**

For the purpose of this Agreement:

- (a) "Employer" means HCN-Revera Lessee (Crofton Manor) LP.
- (b) "Union" means the Hospital Employees' Union (H.E.U.), hereinafter referred to as "the Union".
- (c) "Bargaining Unit" is the unit comprised of all employees of the Employer described in the Certification issued, except those employees in positions mutually agreed to by the Parties.
- (d) **Common-Law Spouse**  
Two people who have cohabited as spousal partners for a period of not less than one (1) year.

### **ARTICLE 4 - 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.

### **ARTICLE 5 - CONDITIONS OF EMPLOYMENT**

#### **5.01 Unusual Job Requirements of a Short Duration**

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in their job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which they are not adequately trained.

#### **5.02 Dangerous Functions**

Employees shall not be required to perform any function that may

injure their personal safety or the safety of other employees or residents.

## **ARTICLE 6 - LEGAL PICKET LINE**

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.

## **ARTICLE 7 - UNION/MANAGEMENT COMMITTEE**

### **7.01 Committee on Labour Relations**

The Employer shall appoint and maintain a Committee to be called the "Committee on Labour Relations", one member of which shall be designated as Chairperson. The Employer at all times shall keep the Union informed of the individual membership of the Committee.

### **7.02 Union Committee**

The Union shall appoint and maintain a Committee comprising persons who are employees of the Employer, and/or 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. There shall not be more than three (3) employees as members of the Committee on paid leave, in accordance with Article 36.04, at any one time.

### **7.03 Union/Management Meetings**

The Union Committee and the Secretary-Business Manager of the Union, or their representative, shall, as occasion warrants, meet with the Committee on Labour Relations for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee concerned. However, these matters shall be introduced to such meetings only after the established grievance procedure has been followed.



Grievances of a general nature may be initiated by a member of the Union Committee in Step Two of the grievance procedure outlined in Article 8.04.

#### **7.04 Committee Meetings**

All meetings of the said Committee on Labour Relations with the Union Committee and the Secretary-Business Manager, or their representative, shall be under the chairpersonship of a member of the Committee on Labour Relations. Meetings shall be held at the call of the Chairperson as promptly as possible on request in writing of either party.

The Employer and the Union shall make every effort to exchange written agendas at least one (1) week prior to meetings called under this section.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

#### **8.01 Union Representation**

No Shop Steward, 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 resident care is not affected.

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.

#### **8.02 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.

### **8.03 Right to Grieve Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. 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 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. In cases where discipline documents relate to resident abuse, the 18-month period may be extended by the length of time an employee is absent from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity leave. 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.

### **8.04 Grievance Procedure**

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

#### **STEP ONE:**

The employee, with or without one (1) 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. At this first step, both parties shall make every effort to settle the dispute.

#### **STEP TWO:**

If the grievance is not settled at Step One, the grievance shall be

reduced to writing, signed by the employee and a Shop Steward or Union Committee member and shall be presented to the immediate supervisor or the department head by a Shop Steward or a Union Committee member. The supervisor or the department head shall acknowledge receipt of the written grievance by signing and dating when the form was received. Within fourteen (14) calendar days of receipt of the written grievance, the supervisor or the department head shall give their written reply.

**STEP THREE:**

If the grievance is not settled at Step Two, the grievance shall be a matter of discussion between the Union Committee and the Committee on Labour Relations or its delegate. The parties shall meet within twenty-one (21) calendar days or other mutually agreed-to time to discuss the grievance. At this step, each party shall provide to the other a statement of facts and copies of all relevant documents. The Union shall be advised in writing of the decision within fourteen (14) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance on, as per Articles 8 or 9, within thirty (30) calendar days. If either party has not received written notification of referral of the grievance within the thirty (30) calendar days, either party may correspond with the other regarding the status of the grievance.

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

**8.05 Dismissal/Suspension for Alleged Cause**

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.

**8.06 Reinstatement of Employees**

If, prior to the appointment of an Arbitrator pursuant to Article 9, it is found that an employee was laid off, disciplined, or dismissed

without just and reasonable cause, that employee shall be reinstated by the Employer without loss of pay with all of their rights, benefits and privileges which they would have enjoyed if the lay-off, discipline or discharge had not taken place.

### **8.07 Grievance Mediator**

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

The Grievance Mediators are:

- Dalton L. Larson
- Chris Sullivan
- Judi Korbin
- Paula Butler
- or a substitute agreed to by the parties

In the event the parties are unable to agree on a Grievance Mediator within a period of thirty (30) days from the date this Collective Agreement is awarded, either party may apply to the Director, Collective Agreement Arbitration Bureau to appoint such person.

The Grievance Mediator, shall at the request of either party:

- a) investigate the difference,
- b) define the issue in the difference, and
- c) make written recommendations to resolve the difference

within five (5) 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.

### **8.08 Expedited Arbitrations**

(a) A representative of the Employer and the Secretary-Business

Manager of the Union, or their designate, shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration. In addition, the parties will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.

- (b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.
- (c) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (d) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (e) 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.
- (f) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with *Section 103, Labour Relations Code*.
- (g) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (h) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- (i) 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.
- (j) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (k) The parties shall equally share the costs of the fees and expenses of the arbitrator.

- (l) The expedited arbitrators, who shall act as sole arbitrators, shall be:
- Chris Sullivan
  - Corinn Bell
  - Elaine Doyle
  - Judi Korbin
- (m) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9 excepting Article 9.03.
- (n) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- (o) Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Section 8.05 for resolution.

## **ARTICLE 9 - ARBITRATION**

### **9.01**

- (a) Should the Committee on Labour Relations, the Union Committee, and the Secretary-Business Manager of the Union fail to settle any difference, 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 instance of either party, be referred to the arbitration, determination and award of an Arbitrator.

In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator after the request for arbitration, the matter shall be referred to an appointment from the following list of arbitrators:

- Chris Sullivan
- Corinn Bell
- Elaine Doyle
- Judi Korbin
- Ken Saunders

The parties, by mutual agreement, may amend the list of arbitrators at any time.

It is understood that the arbitrators shall be appointed on a rotating basis commencing with the first arbitrator named above.

**(b) Dismissal/Suspension**

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named below:

- Chris Sullivan
- Corinn Bell
- Elaine Doyle
- Judi Korbin
- Ken Saunders

The arbitrator shall schedule a hearing within seven (7) calendar days of their appointment.

The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The parties agree that the time limits for appeal under the *Labour Relations Code* of B.C. shall commence with the issuance of written reasons for the decision.

### **9.02 Authority of Arbitrator**

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

### **9.03 Time Limit for Decision of Arbitrator**

An Arbitrator established under this article of the Collective Agreement shall have twenty (20) days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

### **9.04 Employee Called as a Witness**

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitrator and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

### **9.05 Arbitration Hearings**

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an Arbitrator, provided the dispute involves the Employer.

### **9.06 Expenses of Arbitrator**

Each party shall pay half of the expenses of the Arbitrator, unless paid by the Labour Relations Board of the Province of British Columbia.

### **9.07 Reinstatement of Employees**

If the Arbitrator finds that an employee has been unjustly laid off, suspended or discharged, that employee shall be reinstated by the Employer and the Arbitrator may order that their reinstatement be without loss of pay, and with all their rights, benefits and privileges which they would have enjoyed if the lay-off, suspension or discharge had not taken place, or upon such other basis as the parties may agree.



Provided, however, if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between lay-off, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

## **ARTICLE 10 - DEFINITION OF EMPLOYEE STATUS**

### **10.01 Regular Full-Time Employees**

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

### **10.02 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 accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement, subject only to the "Addendum - Part-Time Employees".

### **10.03 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. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the "Addendum - Casual Employees".

### **10.04 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 8.04 - Grievance Procedure.

**ARTICLE 11 - INCREMENTS**

**11.01** Regular full-time and regular part-time employees shall move to the increment step indicated by calendar length of service with the Employer.

**11.02** All employees affected by this Agreement shall automatically move to the pay rate indicated in accordance with their service with the Employer.

**11.03** Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

**ARTICLE 12 - PROBATIONARY PERIOD**

**12.01** A regular employee shall serve a probationary period of four-hundred-and-eighty-eight (488) hours of work. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month or an agreed-upon time period provided written reasons are given for requesting such extension. During the four hundred and eighty-eight (488) hours probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

**12.02** Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the regular employee for the purpose of determining perquisites and seniority.

**ARTICLE 13 - EVALUATION REPORTS, PERSONNEL FILES**

**13.01 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.

### **13.02 Personnel File**

An employee, or the Secretary-Business Manager of the Union, (or their designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file and receive copies of relevant documents, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference.

The employee or the Secretary-Business Manager of the Union, 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 14 - PROMOTIONS, TRANSFERS, AND SENIORITY**

### **14.01 Selection Criteria**

In the promotion, transfer, demotion or release of employees, efficiency, required qualifications (including initiative), and seniority shall be the determining factors. Each of the three determining factors will be accorded equal weight.

### **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 Section.

### **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 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.

#### **14.05 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.

#### **14.06 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 section 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.

#### **14.07 Re-employment After Retirement**

Employees who have retired, and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All perquisites earned up to the date of retirement shall be continued or reinstated.

#### **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 perquisites 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.

## **ARTICLE 15 - JOB POSTINGS AND APPLICATIONS**

### **15.01 Job Postings and Applications**

If a vacancy or a new job is created for which Union personnel reasonably might be expected to be recruited, the following shall apply:

- (a) If the vacancy or new job has a duration of one (1) calendar month 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 work area, 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 employees shall be entitled to relieve other regular employees under this clause on more than three (3) occasions in one (1) calendar year unless the Employer and the Union otherwise agree in good faith.
- (b) In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:
  - i) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
  - ii) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).
- (c) i) If the vacancy or new job has a duration of less than two (2) calendar months, qualified regular full-time employees who have indicated in writing their desire to work in such positions shall be given the opportunity, where practicable, consistent with the requirements of Article 14.01. If the application of this paragraph requires the Employer to pay

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overtime to the employee pursuant to Article 21, the proposed move shall not be made. The limitation to "regular full-time employees" shall be subject to local agreement in written form.

- ii) Vacancies of three (3) days or less are filled on the basis of seniority by:

Part-time employees in the department with the vacancy, who are eligible and not scheduled to work those vacancy days, or, Casuals, as per Addendum #4 – Casual Employees.

Vacancies of four (4) days or more but less than 60 days are filled on the basis of seniority by:

Registered applicants and casual employees. Applicants may only be registered in one other department than the one they work in. In order to be registered, these applicants must have the necessary qualifications.

**Posting:**

If the vacancy is two calendar months or more, the position is posted.

Three (3) days or less:	Four (4) days or more:	Two (2) calendar months or more:
By seniority, casuals and part-time employees in the department with the vacancy, who are eligible and not scheduled to work those day(s).	By seniority, registered full-time, registered part-time and casual employees.	Post.

Part-time employees who have accepted a casual assignment that conflicts with the temporary vacancy under Article 15.01(c) shall be considered unavailable for such temporary vacancy and vice versa.



- (c) 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, or special 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.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to paragraphs (a) and (c) above.
- (f) One (1) copy of all postings shall be sent to the Secretary-Treasurer of the Local within the aforementioned seven (7) calendar days.
- (g) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (h) The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

## **ARTICLE 16 - JOB DESCRIPTIONS**

- (a) The Employer shall draw up job descriptions for all jobs and classifications in the bargaining unit.
- (b) The said job descriptions shall be presented in writing to the Secretary-Business Manager, or their designate, and the Local Chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) days.
- (c) Where the Union objects, it shall provide specific details of its

objection which shall be generally limited to whether: (a) the procedure whereby the job shall have been established has been followed; (b) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job; (c) the job is properly remunerated in relation to the existing wage schedule; and (d) any qualifications established for the job are relevant and reasonable.

(d) An employee may request a review of their job description. If the employee is not satisfied with the Employer's decision, they shall have the right to the established grievance procedure.

## **ARTICLE 17 - NOTICE OF NEW AND CHANGED POSITIONS**

### **17.01 New Positions**

In the event the Employer shall establish any new position, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union, and unless notice of objection thereto by the Union is given to the Employer within sixty (60) calendar days after such notice, such classification and wage rate shall be considered to have been agreed. Where the Union objects, it shall provide reasons for the objection in writing subject to the provisions of Article 16 (c).

If the classification and/or wage rate established by the Employer for such new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.

### **17.02 Change in Duties**

In the event the Employer shall adopt significant new methods of operation or makes significant changes to an existing job, the Employer shall give written notice to the Union of those existing jobs which have been affected by such new methods of operation or of the significant changes with respect to changes in job

content, and/or required qualifications, along with any change in the job classification and/or wage rate.

If notice of objection is not received from the Union within sixty (60) calendar days after such notice, then the classification and wage rate shall be considered to have been agreed. When the Union objects, it shall provide specific reasons for the objection in writing subject to the provisions of Article 16 (c).

If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date of the change in job content and/or requirements.

## **ARTICLE 18 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

### **18.01 Preamble**

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

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

### **18.02 Definition of Displacement**

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 residence.

### **18.03 Notice of Displacement**

Employees affected by technological change shall be given

reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability.

#### **18.04 Bumping**

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the 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 transfer under this section 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 three percent (3%) of their existing pay rate.

#### **18.05 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 14.01 and Article 19.

#### **18.06 Job Training**

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

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

upgrading.

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

## **ARTICLE 19 - REDUCTION IN WORK FORCE**

**19.01** In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

**19.02** The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- a) less than two (2) years' seniority – two (2) weeks;
- b) two (2) or more years' seniority but less than four (4) years' seniority – four (4) weeks;
- c) four (4) or more years' seniority but less than six (6) years' seniority – six (6) weeks;
- d) six (6) or more years' seniority but less than eight (8) years' seniority – eight (8) weeks;
- e) eight (8) or more years' seniority – twelve (12) weeks.

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

**19.04** Laid off regular employees shall retain their seniority and prerequisites accumulated up to the time of lay-off, 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 last off - first on.

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. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 18.04 of this Agreement.

**19.05** Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, one (1) copy of such notice shall be sent to the Secretary-Treasurer of the Local and one (1) copy of such notice shall be sent to the HEU Provincial Office.

## **ARTICLE 20 - TERMINATION OF EMPLOYMENT**

### **20.01 Employer's Notice of Termination**

The Employer shall give regular full-time and regular part-time employees twenty-eight (28) calendar days' notice in writing or normal pay for that period in lieu of notice where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

### **20.02 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.

### **20.03 Employment Abandoned**

Any employee who fails to report for work and does not notify their

supervisor within three (3) work days and who cannot give an acceptable reason for their absence shall be considered as having abandoned their position.

## **ARTICLE 21 - SCHEDULING PROVISIONS**

### **21.01 Scheduling**

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 23. Notice of the alteration shall be given in writing as soon as possible.
- (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.
- (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 23.
- (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) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (f) If the Employer changes a shift schedule without giving a minimum of fourteen (14) calendar days' advance notice and

such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 23. Notice of the change shall be confirmed in writing as soon as possible.

- (g) Regular full-time employees shall not be required to work three (3) different shifts in any six (6) consecutive day period posted in their work schedules.

## **21.02 Workload**

(a) The Employer will make every reasonable effort to avoid the workload of employees being increased as a result of positions temporarily vacant due to sickness, vacation, or leaves of absence, etc.

(b) An employee who believes their workload is unsafe or excessive shall discuss the issue with their immediate supervisor. Where the Employer determines that the workload concern is warranted, it will make every effort to resolve including:

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

## **ARTICLE 22 - HOURS OF WORK**

### **22.01 Continuous Operation**

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

### **22.02 Hours of Work**

The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-seven and one-half (37½) hours per week or an equivalent mutually agreed to by the Employer and the Union.

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.

Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred and sixteen (116) days per year (that is, an average of two (2) days per week plus a minimum of twelve (12) statutory holidays). If at the end of fifty-two (52) weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of one-hundred-and-sixteen (116) days off, they shall be paid extra at the applicable overtime rate for each day by which their total number of days off falls short of one-hundred-and-sixteen (116) days, except that they shall not again be paid for any day for which they were paid overtime in accordance with Article 23 or Article 30.04.

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 23. Subject to the approval of the Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

### **22.03 Rest and Meal Periods**

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

Employees working a full shift shall receive two (2) fifteen (15) minute rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

#### **(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.

### **22.04 Split Shifts**

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

## **22.05 Part-Time Employees**

The Employer shall eliminate, where practical, the use of all part-time employees.

## **22.06 Fixed Shifts**

The Employer agrees to the practice that current employees working fixed, specific shifts, shall not be required to work during any other hours but those for which they were hired to work.

In the event it becomes necessary due to operational requirements, to alter the start and stop times of an employee's shift, the Employer shall provide fourteen (14) days' notice of such change. The Employer shall not adjust the start and stop times by more than one hour. Where it is not possible to give fourteen (14) days' notice, section 21.01 (ii) shall apply. The fourteen (14) days' notice shall not apply where the Employer can establish that the change to the start and stop times results from an emergency. The employee shall not be required to change their start and stop times for longer than thirty (30) days and shall be returned to their former start and stop times at the conclusion of the temporary assignment.

Notwithstanding the above, the Employer may reschedule an employee to work on a shift other than the employee's regular fixed shift for the purpose of Employer-conducted in-service education classes. Reasonable notice will be given to those employees affected by such rescheduling.

The word "shift" for the purpose of this Section means when the majority of the hours scheduled falls within day, evening, or night periods.

The Employer may require any employee who regularly works a fixed shift to rotate into a different shift for evaluation purposes.

Employees on fixed shifts who are regularly scheduled to work a weekend or portion of a weekend shall not be entitled to weekend shift differential.

**ARTICLE 23 - OVERTIME**

**23.01** Employees requested to work in excess of the normal daily full shift hours as outlined in Article 22.02, or who are requested to work on their scheduled off-duty days, shall be paid:

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

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

**23.03** If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 30, 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 seven-and-one-half ( $7\frac{1}{2}$ ) hours in that day.

**23.04** 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 except as provided in Article 23.05 below.

**23.05** At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

**23.06** An employee who works two-and-one-half (2½) hours of overtime immediately before or following their scheduled hours of work will receive a meal voucher, at no cost to the employee, to be used within that overtime shift or the next scheduled shift if the kitchen is not open. One-half (1/2) hour with pay shall be allowed the employee in order that they may take a meal break either at or adjacent to their place of work.

- (a) This clause shall not apply to part-time employees until the requirements of Article 23.09 have been met.
- (b) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside their regular shift times for a normal workday.

**23.07** 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.

**23.08** 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 workday 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.

**23.09** 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 workdays 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.

**23.10** 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.

**23.11** The Parties agree that the Employer has an obligation to fiscal responsibility and the right to offer overtime in the most cost effective manner. When all costs are equal, then overtime hours shall be assigned in order of seniority.

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

If the overtime assignment would require a premium to be paid on the employee's next regular shift, then the employee shall be deemed not available.

There shall be no more than two (2) overtime shifts in each pay period unless an emergency exists.

Where the Employer has exhausted the regular overtime call out with no one accepting overtime, the Employer shall then call by seniority and offer it to those who have already worked the two (2) overtime shifts that pay period.

## **ARTICLE 24 - SHIFT AND WEEKEND PREMIUMS**

**24.01** Employees working the evening shift shall be paid a shift differential of eighty-five cents (\$0.85) per hour for the entire shift worked. Employees working the night shift shall be paid a shift differential of one-dollar-and-forty cents (\$1.40) per hour for the entire shift worked.

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Evening shift premium to increase to \$0.95 as follows:

- Pay period following Date of Ratification (January 12, 2023): \$0.05.
- Pay period following April 1, 2023: \$0.05.

Night shift premium to increase to \$1.50 as follows:

- Pay period following Date of Ratification (January 12, 2023): \$0.05.
- Pay period following April 1, 2023: \$0.05.

**24.02** Employees shall be paid a weekend premium of fifty-five cents (55¢) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

**24.03** Evening shift will be defined as any shift in which the major portion occurs between 3:00 P.M. (1500 hours) and 11:00 P.M. (2300 hours) and night shift as any shift in which the major portion occurs between 11:00 P.M. (2300 hours) and 7:00 A.M. (0700 hours).

**24.04** All such shift and weekend premiums shall be referenced in the Addendum – Wages.

**24.05 Nurse in Charge Premium**

Nurses assigned by the Employer to be in-charge of the residence shall be paid the premium of \$1.40 per hour.

Nurse In-Charge premium to increase to \$1.50 as follows:

- Pay period following date of ratification (January 12, 2023): \$0.05.
- Pay period following April 1, 2023: \$0.05.

**ARTICLE 25 - CALL-BACK**

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 automobile to work an allowance as per the Employer's travel policy from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars (\$2).

## **ARTICLE 26 - CALL-IN - STATUTORY REQUIREMENT**

Any employee, except those covered by Article 25.01, 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 27 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS**

**27.01** 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.

**27.02** 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.

## **ARTICLE 28 - TRANSPORTATION ALLOWANCE**

**28.01** 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 as per the Employer's travel policy. Minimum allowance shall be two dollars (\$2).

**28.02** 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 29 - STATUTORY HOLIDAYS**

### **29.01 Statutory Holidays**

Employees will be entitled to thirteen (13) 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	Labour Day
Family Day	<u>National Day for Truth and</u>
Good Friday	<u>Reconciliation</u>
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

They shall be granted on the basis that employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one-hundred-and-seventeen (117) days per year (two (2) days per week plus a minimum of thirteen (13) statutory holidays).

If at the end of a year (fifty-two (52) weeks dating from an employee's first scheduled shift in January), an employee has not had a minimum of one-hundred-and-seventeen (117) days off, they shall be paid extra at double time rates for each day by which their total number of days off falls short of one-hundred-and-seventeen (117), except that they shall not again be paid for any



day for which they were paid at the rate of double time under Article 23 or Article 29.04.

Employees who are required to work on scheduled statutory holidays and are given less than seven (7) calendar days' advance notice of this requirement will receive pay at the rate of time-and-one-half (1½ x) for the time worked, in addition to their regular monthly pay rate, and will have such statutory holidays rescheduled in addition to such overtime pay.

### **29.02 Super Stats**

Employees who are required to work on Good Friday, Labour Day, or Christmas Day shall be paid at time-and-one-half (1½ x) rates in addition to their regular hourly pay rate. Payment of time-and-one-half (1½ x) rates under this provision does not detract from statutory holiday entitlements otherwise owing to the employee. The Employer and the Union agree to be bound by the decision of Special Officer, D.R. Blair, dated August 29, 1974 regarding the interpretation and application of the foregoing Super Stat provisions.

**29.03** When an employee has been on sick leave that is inclusive of one or more working days prior to a scheduled statutory holiday and one or more working days following such scheduled statutory holiday, then the scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 29.01, paragraph 3 shall not apply to scheduled statutory holidays rescheduled in accordance with this paragraph. Failing mutual agreement, within ninety (90) calendar days following the statutory holiday the employee shall receive payment for such day at their base rate of pay.

**29.04** Employees required to work on scheduled days off will receive pay at the rate of double-time for the time worked, but will not have the day off rescheduled.

**29.05** Employees who are required to work on a statutory holiday other than a Super Stat shall be paid at the rate of double-time (2). Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

**29.06** If an employee terminates during the year, they shall be entitled to the same portion of one-hundred-sixteen (116) days off that their period of service in the year bears to a full year.

**29.07** Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

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

**29.09** 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 30 - VACATIONS**

### **30.01 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:

- 1 year's continuous service - 20 workdays' vacation
- 2 years' continuous service - 20 workdays' vacation
- 3 years' continuous service - 20 workdays' vacation
- 4 years' continuous service - 20 workdays' vacation
- 5 years' continuous service - 21 workdays' vacation
- 6 years' continuous service - 22 workdays' vacation
- 7 years' continuous service - 23 workdays' vacation
- 8 years' continuous service - 24 workdays' vacation
- 9 years' continuous service - 25 workdays' vacation
- 10 years' continuous service - 26 workdays' vacation
- 11 years' continuous service - 27 workdays' vacation
- 12 years' continuous service - 28 workdays' vacation
- 13 years' continuous service - 29 workdays' vacation
- 14 years' continuous service - 30 workdays' vacation
- 15 years' continuous service - 31 workdays' vacation
- 16 years' continuous service - 32 workdays' vacation
- 17 years' continuous service - 33 workdays' vacation
- 18 years' continuous service - 34 workdays' vacation
- 19 years' continuous service - 35 workdays' vacation
- 20 years' continuous service - 36 workdays' vacation
- 21 years' continuous service - 37 workdays' vacation
- 22 years' continuous service - 38 workdays' vacation
- 23 years' continuous service - 39 workdays' vacation
- 24 years' continuous service - 40 workdays' vacation
- 25 years' continuous service - 41 workdays' vacation
- 26 years' continuous service - 42 workdays' vacation
- 27 years' continuous service - 43 workdays' vacation
- 28 years' continuous service - 44 workdays' vacation
- 29 years' continuous service - 45 workdays' vacation

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

### **30.02 Supplementary Vacations**

(a) Upon reaching the employment anniversary of twenty-five (25)

years of continuous service, employees shall have earned an additional five (5) workdays' vacation with pay. This provision applies when the qualifying date occurs before July 1<sup>st</sup> in each year.

- (b) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional ten (10) workdays' vacation with pay. This provision applies when the qualifying date occurs before July 1<sup>st</sup> in each year.
- (c) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional fifteen (15) workdays' vacation with pay. This provision applies when the qualifying date occurs before July 1<sup>st</sup> in each year.
- (d) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional fifteen (15) workdays' vacation with pay. This provision applies when the qualifying date occurs before July 1<sup>st</sup> in each year.
- (e) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional fifteen (15) workdays' vacation with pay. This provision applies when the qualifying date occurs before July 1<sup>st</sup> in each year.

The supplementary vacations set out above are to be banked on the outlined supplementary vacation employment anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

### **30.03 Vacation Period**

Vacation time earned up to July 1<sup>st</sup> as indicated in Articles 30.01 and 30.02 shall be granted as follows:

- Sixty percent (60%) of the employees shall be scheduled and

granted vacations during the months of June, July, August and September.

- Forty percent (40%) of the employees shall be scheduled and granted vacations during the remainder of the year.

The choice of vacation periods shall be granted employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department.

### **30.04 Splitting of Vacation Periods**

Annual vacations for employees with ten (10) workdays' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided as per the following, subject to the approval of the Employer.

- (a) Five (5) vacation days may be split into blocks of one (1) or more days.
- (b) All other blocks of vacation shall be at least five (5) days in duration.

Employees wishing to split their vacations 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 posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period, but only after all other "first", "second" and "third" vacation periods have been posted.

Annual vacations for employees with less than ten (10) workdays' vacation shall be granted in one (1) continuous period.

### **30.05 Vacations Non-Accumulative**

Vacation time shall not be cumulative from calendar year to calendar year.

### **30.06 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 30.01 and 30.02.

### **30.07 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 by mutual agreement, or shall be reinstated for use at a later date.

Where an employee is sick during any period of vacation and can produce a medical certificate, sick leave credits shall apply, and the period of vacation displaced shall be rescheduled. The Employer must be informed at the time of illness or immediately thereafter.

### **30.08 Call-Back - Vacation**

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (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. All reasonable travel expenses incurred shall be reimbursed to the employee.

## **ARTICLE 31 - BEREAVEMENT LEAVE**

Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee (taken within a reasonable period) at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, miscarriage/stillborn child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, legal guardian, ward and any person

who permanently resides in the employee's household as a member of the employee's immediate family.

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

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.

The Employer may require reasonable proof for an employee's request for bereavement leave.

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

## **ARTICLE 32 - SPECIAL LEAVE**

An employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days (187.5 hours) at the rate of one-half (½) day (3.75 hours) every four (4) weeks (150 hours). As special leave credits are used, they shall continue to be earned up to the maximum.

Special leave credits may be used for the following purposes:

- (a) Marriage Leave – five (5) days.
- (b) Paternity Leave – one (1) day.
- (c) Serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member - up to two (2) days at one time.

- (d) Leave of one (1) day may be added to three (3) days' compassionate leave.
- (e) Leave of three (3) days may be taken for travel associated with compassionate leave.
- (f) Adoption Leave – one (1) day.

If a regular full-time or regular part-time employee has not earned sufficient special leave credits, they may request leave of absence without pay.

### **ARTICLE 33 - SICK LEAVE, W.C.B., INJURY-ON-DUTY**

**33.01** The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further E.I.C. premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

**33.02** Sick leave credits with pay shall be granted on the basis of one-and-one-half (1½) work days per month, cumulative up to one-hundred-fifty-six (156) work days. Upon completion of the three (3) month probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.

**33.03** 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. Effective the date of ratification, the cost of the doctor's note requested by the Employer will be reimbursed by the Employer to the employee to a maximum of Twenty Dollars (\$20) per document. If the employee is in an Attendance Management Program they shall not be eligible for the reimbursement of the doctor's note(s).



**33.04** 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 the 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.

**33.05**

- (a) Sick leave pay shall be paid for the one (1) day or less not covered by the *Workers' Compensation Act*.
- (b) An employee shall be granted injury on-duty leave with net pay (i.e., they will receive such compensation that will equal regular take home pay but not exceed it) in the event that WorkSafe BC determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of compensable injury which occurred while employed by the Employer.
- (c) The employee shall pay to the Employer any amount received for loss of wages in settlement of any claims they may have in respect of such compensable injury or accident.
- (d) When an employee is off on a WorkSafe BC claim, an employee will accrue paid holidays and vacation credits for the first twenty (20) workdays on claim. Once the claim exceeds 20 workdays, vacation will not accrue. Unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

(e) When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

**33.06** Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

**33.07** 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.

**33.08** 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 from accumulated sick leave credits.

**33.09** Employees with more than one (1) years' service who are off because of sickness or accident shall at the expiration of paid sick 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 year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and 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.

If no written report is received by the Employer by the end of the

leave of absence without pay explaining the employee's condition, the employee's services shall be terminated.

**33.10** Employees with less than one (1) years' service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) workdays. Further leave of absence periods of seven (7) workdays without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within a further seven (7) workdays from such an employee explaining their absence from work, they shall be removed from the payroll.

**33.11** 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.

**33.12** All sick leave credits are cancelled when an employee terminates their employment, except where another employee transfers to another health care institution, in accordance with Article 45.01 and except as provided in Article 33.13 below.

**33.13 Cash Pay-Out of Unused Sick Leave Credits**

- (a) Upon retirement or voluntary leave of the workforce as defined in Article 48, Severance Allowance, regular full-time and regular part-time employees shall be paid in cash, either an amount equivalent to forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at retirement, or
- (b) Upon termination, in the case of regular full-time and regular part-time employees who were on staff on May 10, 1990, shall be paid in cash an equivalent to fifty percent (50%) of unused sick leave credits calculated at the employee's rate of pay on termination.

**33.14** Revera acknowledges its obligation to adhere to the Employment Standards Act, as may be amended from time

to time, with respect to paid sick leave.

### **33.15 Return to Work Program**

- (a) The Parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The Parties further recognize that return-to-work programs are part of the continuum of injury prevention and rehabilitation.
- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee.
- (c) Return to work programs will be part of an approved (by a recognized medical practitioner such as a physician, physiotherapist or occupational therapist) rehabilitation program and is voluntary.
- (d) The Parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided.
- (e) An employee has the right to request and receive the assistance of a shop steward or their Union Servicing Representative at any step in the return-to-work program.
- (f) In addition to (e), prior to entry into a return-to-work program that is greater than seven (7) calendar days the Employer, the employee and one of the following: a shop steward or Union Servicing Representative shall discuss the planned program and its duration. The details of the return-to-work program will be confirmed in writing by the Employer, the employee and the Union.

## **ARTICLE 34 - EDUCATIONAL LEAVE**

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

**34.02** The parties recognize the value of in-service and of

encouraging employees to participate in in-service. Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

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

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

**34.04**

- (a) Applications for paid education leave shall be submitted giving the longest possible advance notice in writing. Every reasonable effort shall be made by the Employer to comply with such applications subject to approval and operational requirements.
- (b) Paid education leave may be utilized to attend courses, which are necessary to maintain an employee's current certification, registration or licence. It may also be utilized to write examinations for relevant professional courses and may be used to take courses in geriatric care.
- (c) Upon approval of the course, the Employer will grant one (1) day education leave with pay (at straight-time rates) to a maximum of seven-point-five (7.5) hours. Premium pay does not apply under this article. Paid education leave is not to exceed one (1) day (7.5 hours) of Employer paid time in a calendar year, nor shall it accumulate from calendar year to calendar year.

(d) The Employer shall respond in writing to a request within 14 days of the written request being received by the Employer.

## **ARTICLE 35 - JURY DUTY**

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defence (not being themselves a party to the proceeding), shall continue to receive their regular pay and benefits. The employee shall turn over to the Employer any monies they receive from the court on the days they are normally scheduled to work, providing this does not exceed their regular pay rate.

The employee shall not be required to turn over allowances received for travelling and meals.

## **ARTICLE 36 - LEAVE - UNPAID**

### **36.01 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.

### **36.02 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.

### **36.03 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 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. This application shall apply to Article 37.

### **36.04 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 8.01, 8.02, 8.03, 9.04, 9.05, 13.01, 13.02, 53.01.
- (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.
- (g) Leave of absence without loss of pay shall be granted to one (1) employee designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.

### **36.05 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.



### **36.06 Unpaid Leave - Family Responsibility Leave**

An employee is entitled to take up to five (5) days of unpaid leave during each calendar year to meet responsibilities related to the care or health of any member of the employee's immediate family or the education of a child in the employee's care. This leave does not accumulate from year to year.

## **ARTICLE 37 - MATERNITY AND PARENTAL LEAVE**

### **37.01 Maternity Leave**

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

Leave of absence for maternity may be taken for a period of seventeen (17) weeks. For the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence. For the balance of the period, less the twenty (20) days, the employee shall be entitled to the maternity leave benefits set forth in the *Employment Standards Act*. The balance of a maternity leave shall be without pay or benefits.

Pregnancy shall not constitute cause for dismissal.

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.

Employees shall make every effort to give at least thirty (30) days' notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least fourteen (14) 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 maternity 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 doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.

Upon return to work, the employee shall continue their former position without loss of perquisites accumulated up to the date of commencement of the maternity leave of absence without pay and subject to the provisions of Article 36.03.

### **37.02 Parental Leave**

An employee shall be eligible for parental/adoption leave of up to sixty-two (62) consecutive weeks without pay which must commence within seventy-eight (78) weeks of the birth of the child, or sixty-one (61) consecutive weeks without pay in the case of a birth mother who takes maternity leave under Article 37.01, provided such leave commences immediately after Maternity Leave ends.

In the case of adoption leave, this leave must commence within 78 weeks of the child being placed with the parent.

### **ARTICLE 38 - ADOPTION LEAVE**

Upon request and having completed their initial probationary period, an employee shall be granted leave of absence without pay for up to thirty-seven (37) weeks following the adoption of a child provided such leave is concluded within fifty-two (52) weeks of the child's adoption. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply the leave.

## **ARTICLE 39 - HEALTH CARE PLANS**

### **39.01 Medical Plan**

Eligible employees and dependents shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one-hundred percent (100%) of the premium.

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months' employment, or upon the initial date of employment for those employees with portable services as outlined in Article 46.

### **39.02 Dental Plan**

Eligible employees shall be provided with:

- (a) A dental plan covering one-hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and fifty percent (50%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$1,850 per patient, with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay one-hundred percent (100%) of the premium.

Effective July 1, 2019 – Dental Plan – the recall period shall be amended from six (6) months to nine (9) months.

### **39.03 Extended Health Care Plan**

Eligible employees shall be provided with:

- (a) An Extended Health Care plan where the Employer shall pay

100% of the monthly premium.

- (b) The Extended Health Care plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) There shall be coverage for eye glasses.

The allowance for vision care will be \$225 for each two (2) year period. Effective the first full month four (4) months after the date of ratification, the allowance for vision care will be \$275 for each two (2) year period.

Effective July 1, 2019 – Vision Care – Vision care benefits shall increase from two-hundred-and-seventy-five dollars (\$275) to three-hundred-and-twenty-five dollars (\$325) every two (2) years.

- (d) There shall be coverage for hearing aids.

The allowance for hearing aids will be \$600 for each four (4) year period.

- (d) A “pay direct drug card” for health care prescription drug costs will be available the first full month four (4) months after the date of ratification. The maximum dispensing fee is \$10. Eligible drugs that legally require a prescription are limited to the least expensive generic available. The availability of the pay direct drug card is conditional on the removal of coverage for health care facilities from the extended health care plan. The \$25 deductible also would be eliminated with the availability of the card.

## **ARTICLE 40 - LONG-TERM DISABILITY INSURANCE PLAN**

**40.01** The Employer shall provide, and pay 100% of the premium for, a long-term disability insurance plan, as provided in the Addendum - Group Life and Long-Term Disability Insurance Plans.

**40.02** The plan shall cover post-probationary employees and provide such employees with two-thirds salary continuation until the age of sixty-five (65) in the event of a disability.

## **ARTICLE 41 - GROUP LIFE INSURANCE**

**41.01** The Employer shall provide and pay 100% of the premium for a group life insurance plan, as set out in the Addendum - Group Life and Long-Term Disability Insurance Plans.

**41.02** The plan shall provide fifty-thousand dollars (\$50,000) insurance coverage for post-probationary employees until age sixty-five (65). Thereafter, the amount of coverage shall decrease to twenty-five-thousand dollars (\$25,000).

Group insurance coverage will cease for all employees at age seventy (70).

**41.03** The plan shall include coverage for accidental death and dismemberment and provision for conversion at the time of retirement or termination.

## **ARTICLE 42 - PENSION PLAN**

**42.01** Effective January 1, 1999, the Employer shall establish a Pension Plan which shall be a defined contribution pension plan. Eligible employees shall have the option of participating in the plan.

**42.02** All regular full-time and regular part-time employees, upon completion of six (6) calendar months of employment, shall be eligible to participate.

**42.03** Each participating employee shall contribute a minimum of two-and-one-half percent (2.5%) of regular earnings to the Plan.

A participating employee's contributions LP may be made at 2.5%, 3.0%, 3.5% or 4.0% of regular earnings. Effective October 1,

2016, a participating employee's contributions may be made up to 5% of regular earnings.

The Employer will contribute an equal amount based on the employee's contribution rate up to a maximum of four (4) percent of the participating employee's regular earnings to the Plan.

Effective October 1, 2016, the Employer will contribute an equal amount based on the employee's contribution rate up to a maximum of five percent (5%) of the participating employee's regular earnings to the Plan.

**42.04** Details of the Plan shall be outlined in the Plan document.

## **ARTICLE 43 - 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 44 - UNIFORMS**

### **44.01 Uniforms**

The Employer shall supply and maintain uniforms for employees who are required to wear same.

### **44.02 Uniform Allowance**

If the Employer requires an employee to supply and/or maintain specified clothing in place of a uniform which would otherwise be supplied and maintained for jobs involving the direct care of residents, then a clothing/maintenance allowance of ten dollars (\$10) per bi-weekly pay period shall be paid.

This allowance does not apply to non-resident areas.

**ARTICLE 45 - PORTABILITY**

Any new employee who, within three (3) months previous to being hired by the Employer, was employed by at another Life Style Operations LP residence in British Columbia (see Appendix “A”), shall be required to serve a probationary period in accordance with Article 12.01. Upon completion of the probationary period, the employee shall be credited with their prior service for the purpose of vacation entitlement and wages.

**ARTICLE 46 - PREVIOUS EXPERIENCE**

**46.01** 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.

**46.02** For a newly hired RN, documented prior relevant nursing experience, as determined by the employer, is recognized provided not more than 24 months have elapsed since such experience was obtained. The newly hired RN is placed in the prevailing wage progression grid at the step reflecting one increment for each completed 1,950 hours of nursing experience.

**ARTICLE 47 - MORE FAVOURABLE RATE OR CONDITION**

No employee who is, at present, receiving a more favourable 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.

**ARTICLE 48 - SEVERANCE ALLOWANCE**

**48.01 Employees Who Qualify Defined**

- (a) A severance allowance shall be paid to each employee who has completed ten (10) years' service and who:
- i) voluntarily leaves the Employer's workforce after their fifty-fifth (55<sup>th</sup>) birthday, or

- ii) is terminated because the employee's services are no longer required due to closure of the residence, job redundancy, etc., except employees dismissed for cause, or
  - iii) dies in service.
- (b) Where an employee is laid off, and such employee would be entitled to severance allowance upon the expiration of the one (1) year period of seniority retention, such employee may, at the time of lay-off or at any time during the one (1) year period aforesaid, elect in writing to be terminated rather than accept or retain a lay-off status, in which event the severance allowance shall be payable forthwith.
- (c) Regardless of length of service, a severance allowance shall be paid to an employee who is required to retire because of a medical disability.
- (d) Regardless of length of service, medical disability shall be determined by a board of medical practitioners.

#### **48.02 Definition of Service Related to Calculation of Severance Allowance Monies**

- (a) An employee's service shall be calculated from the initial date of employment as a regular full-time or regular part-time employee (Article 10 - Definition of Employee Status), subject to the application of Article 36.03 and the following:

an employee, voluntarily terminating their service, or whose service is terminated by the Employer (except employees dismissed for cause) and who is later re-hired within three-hundred-and-sixty-five (365) calendar days by the same employer, shall have continuous service for purposes of severance allowance, subject to (c) below.

- (b) Length of service shall include paid sick leave, annual vacations, statutory holidays and periods of unpaid leave of absence up to twenty (20) working days per year granted under Article 36.03. Length of service shall also include accrued annual vacation and statutory holidays at the date of termination.



- (c) The same period of service cannot be used more than once for calculating severance allowance.

### **48.03 Calculation of Severance Allowance Monies**

- (a) Severance allowance monies for regular full-time and regular part-time employees shall be calculated on the basis of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks' pay.

Proportionate payments shall be paid for service less than two (2) years as calculated in the following example:

If an employee has fifteen (15) years' service and 1,000 hours into their sixteenth (16th) year, they shall be entitled to:

Fourteen (14) years' service	- 7 weeks
Fifteenth (15 <sup>th</sup> ) year	- 2½ days
1,000 hours additional	1,000 x 2.5 days
	1,957.5 or 1.277 days

- (b) Length of service for part-time employees shall be calculated as follows:
- total hours worked divided by thirty-seven-and-one-half (37.5) hours to establish weeks of service.
  - weeks of service to be divided by fifty-two (52) weeks to give years of service for severance allowance payment.
- (c) In addition to the foregoing severance allowance, regular full-time and regular part-time employees shall be paid in cash an amount equivalent to forty percent (40%) of unused sick leave credits calculated at the employee's rate of pay at leave.
- (d) Employees with ten (10) or more continuous years of service and who were on staff on May 10, 1990, shall receive one (1) week's pay for every year of employment, upon terminating their services with the Employer. These severance allowance monies will be paid to a maximum of forty (40) weeks' pay.

## **ARTICLE 49 - PAY DAYS**

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

- (a) Pay statements will be made available to employees and shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave and special leave credits earned, and an itemization of all deductions.
- (b) Where an employee identifies to the Employer that a payroll error has occurred the following will apply:
  - i) Where the payroll error is greater than \$55 and the employee requests payment, the Employer will pay the employee on a separate pay cycle within five (5) business days of being notified.
  - ii) Where the employee does not request early payment or where the payroll error is \$55 or less, the Employer will ensure the payment is provided on the next regular occurring pay cycle.

## **ARTICLE 50 - 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.

## **ARTICLE 51 - BULLETIN BOARDS**

A bulletin board 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 the board for the posting of Employer/Union business only.

## **ARTICLE 52 - NOTICE OF UNION REPRESENTATIVE VISITS**

The Union shall inform the Employer when the Secretary-

Business Manager, or their designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business.

## **ARTICLE 53 - UNION ADVISED OF CHANGES**

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

## **ARTICLE 54 - EMPLOYER PROPERTY**

**54.01** 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.

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

**54.03** The Employer will ensure:

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

**54.04** The practice of the Employer supplying tools to employees shall continue. The Employer shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer 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 55 - VACCINATION AND INOCULATION**

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

**55.02** Where an employee is required by the Employer to undergo vaccination, inoculation or other immunization it shall be at the Employer's expense and on the Employer's time.

**55.03** The Employer shall provide Hepatitis B vaccine free of charge to those employees who may be exposed to it at the worksite.

**ARTICLE 56 - OCCUPATIONAL HEALTH AND SAFETY**

**56.01 Occupational Health and Safety Committee**

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.

(a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

The Employer and the Union will each appoint no more than two (2) persons to serve on the Committee, unless otherwise mutually agreed.

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

(b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time

regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.

- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Grievance Mediator for a written recommendation.
  
- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
  
- (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide

appropriate safety clothing and equipment.

- (f) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

### **56.02 Aggressive Residents**

When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive resident and on how to respond to a resident's aggressive behaviour will be provided by the Employer. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such residents. It is understood that this provision is at no cost to the Employer.

### **56.03 Orientation and Training**

The parties to the Collective Agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer, general orientation for new employees shall include:

- Fire and disaster plan;
- Organizational structure;
- Relevant policies and procedures;
- Physical layout of the worksite and unit;
- Duties of the position.

The Employer agrees to provide a minimum of three (3) shifts orientation in a manner it deems appropriate to employees new to the worksite to enable the employee to adjust.

## **ARTICLE 57 - CONTRACTING OUT**

**57.01** The Employer agrees that it will not contract out bargaining

unit work that will result in the lay-off of employees within the bargaining unit. The Employer will discuss with representatives of the Union, the functions it intends to contract out, that could otherwise be performed by members of the HEU within the residence, except where an emergency exists.

**57.02** Unless the parties otherwise mutually agree, the Employer shall not utilize persons who are not on the Employer's payroll to perform duties which would normally be performed by employees within the bargaining unit of the Union. However, it is agreed that the Employer may contract out repairs, maintenance, and capital work as long as this action does not result in the loss of employment of any employees.

## **ARTICLE 58 - 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.

It is further agreed that the utilization of Volunteers, as at the date of execution of this Agreement, is consistent with the above.

## **ARTICLE 59 - PROFESSIONAL RESPONSIBILITY**

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

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

**59.02** The employee with a concern will discuss the matter with their immediate supervisor with the objective of resolving the concern. At their request, the employee may be accompanied by a steward.

**59.03** If the matter is not resolved to their satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of their discussion with their immediate supervisor. The employee retains the original and forwards copies to the Chair of the Union Management meetings and the Director of Health and Wellness.

**59.04** If the matter is not resolved to their satisfaction at the Union Management meetings the employee with a Union Representative, and the Employer may make presentations to a Grievance Mediator as per Article 8.07. It is agreed that the Troubleshooter is the final step in this Professional Responsibility Clause.

## **ARTICLE 60 - 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.

The Union shall print the Collective Agreement in an agreed format, and shall provide sufficient copies for the Employer to distribute copies of the Collective Agreement to employees.

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

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 61 - VARIATIONS**

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

## **ARTICLE 62 - BINDING TRIBUNAL**

At the option of the Union, any or all unresolved bargaining demands shall be submitted to resolution and binding settlement by a Board of Arbitration within the meaning of the *Labour Code* of the Province of British Columbia, or its successor act, by the Union giving written notice to the Employer and the Minister of Labour. One member of the Board shall be appointed by the Employer or its duly authorized or accredited bargaining agent, one by the Union and a third, who shall be the Chairperson of the Arbitration Board, by the two thus appointed, or failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by the Minister of Labour for the Province of British Columbia, upon the application of either party.

Prior to commencing arbitration proceedings, the chairperson of the arbitration board shall act as a mediator to assist the parties in reaching a voluntary resolution of the issues in dispute. In the event of an impasse, the proceedings shall be immediately reverted to arbitration.

## **ARTICLE 63 - SAVINGS CLAUSE**

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 9 of the Collective Agreement.

## **ARTICLE 64 - EFFECTIVE AND TERMINATING DATES**

### **64.01 Effective and Terminating Dates**

The Agreement shall be effective from October 1, 2020 and shall remain in force and be binding upon the parties until September 30, 2023 and from year to year thereafter unless terminated by either party on written notice served during the month of June 2023.

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

All new wages and benefits shall be effective from October 1, 2020 unless otherwise specified in this Collective Agreement. Non-compensation changes shall be effective from the signing date of this Agreement unless otherwise specified in this Collective Agreement.

### **64.03 Retroactivity**

All employees of record as of the date of signing the Memorandum of Settlement shall be eligible for retroactive pay for any paid hours from October 1, 2020 to the date of the retroactive payment.

The Employer will make every effort to make such retroactive payments within sixty (60) calendar days of the receipt of written notification of ratification.

**64.04** It is agreed that the operation of Subsection 2 of Section 66 of the *Labour Relations Code* of British Columbia is excluded from this Agreement.

## **ARTICLE 65 - SUPERIOR BENEFITS OR VARIATIONS**

All superior benefits or variations contained in Attachments,

except as they are amended by negotiations, shall be continued in the Collective Agreement.

**ARTICLE 66 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

Employees shall be paid in accordance with the wage schedules as set out in the attached Classification and Wage Schedules. Employees who were employed prior to ratification shall not suffer a reduction in pay as a result of implementation of the new wage schedule.

**CROFTON MANOR WAGE SCHEDULE**

<b>Classification</b>		<b>Current Rate</b>
Resident Care Aide	New Hire	\$22.48
	Probation	\$23.12
	1 year	\$23.75
Active Living Aide	New Hire	\$22.48
	Probation	\$23.12
	1 year	\$23.75
Registered Nurses	step 1	\$34.22
	2	\$36.08
	3	\$37.77
	4	\$39.19
	5	\$40.40
	6	\$41.89
	7	\$43.21
	8	\$44.52
	9	\$45.85
Housekeeping Aide, Janitor, Laundry Aide	New Hire	\$21.29
	1 year	\$21.91
Chef	New Hire	\$24.44
	1 year	\$25.14
Cook 1	New Hire	\$23.94
	1 year	\$24.63
Cook 2	New Hire	\$23.23
	1 year	\$23.94
Food Services Aide	New Hire	\$21.29
	1 year	\$21.91
Maintenance	New Hire	\$23.26
	1 year	\$23.97

**HCN-Revera Lessee (Crofton Manor) LP / Hospital Employees' Union – October 1, 2020 to September 30, 2023**

<b>Classification</b>		<b>Current Rate</b>
Care Clerk	New Hire	\$22.23
	1 year	\$23.00
	2 years	\$23.76
Concierge	New Hire	\$21.40
	1 year	\$22.12
	2 years	\$22.88
Licensed Practical Nurse	New Hire	\$27.54
	1 year	\$28.22
	2 years	\$28.78

**ADDENDUM #1 - PART TIME EMPLOYEES**

A regular part-time employee as defined in Article 10.02 Regular Part-time Employees shall receive the same perquisites, on a proportionate basis, as granted a regular full-time employee, including the following:

**(a) Vacations**

Regular part-time employees shall be credited with and granted vacations as set out in Article 30.01 and 30.02; that is, eight percent (8%) during the first (1<sup>st</sup>) year of regular part-time employment; and vacation with pay based on a proportionate amount of the vacation entitlements as set out under Article 30.01 and 30.02.

Part-time employees who have earned extra vacation entitlement hours through casual work, may apply those extra entitlement hours to top up on approved vacation time off.

**(b) Statutory Holidays**

Three (3) hours off with pay every thirty-three (33) days for employees working an average of fifteen (15) hours per week, or pay in lieu thereof; or a proportionate amount depending on time worked.

**(c) Sick Leave**

7.2 days (54) hours per year for those working an average of fifteen (15) hours per week per calendar year, or a proportionate amount depending on time worked. All sick leave credits shall be paid in conformity with Article 33.

**(d) Special Leave**

Two-and-three-fifths (2-3/5) days (19½ hours) per year for those working an average of fifteen (15) hours per week per calendar year, or a proportionate amount depending on time worked. All special leave credits shall be paid in conformity with Article 32.

**(e) 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.

**(f) Increment Progression**

Based on calendar length of service with the Employer.

**(g) Seniority**

Applicable on a proportionate basis.

**(h)** For regular part-time employees hired on or after the date of ratification, Benefits (Health Care Plans, Long-Term Disability Insurance Plan, Group Life Insurance and Pension Plan) are only available to regular part-time employees regularly scheduled to work fifteen (15) hours or more per week, and who have completed their probationary period.

## **ADDENDUM #2 - GROUP LIFE AND LONG TERM DISABILITY INSURANCE PLANS**

### **PART A - GROUP LIFE INSURANCE PLAN**

#### **Section 1 - Eligibility**

Regular full-time and regular part-time employees who are on staff on the effective date of the Plan or who join the staff following that date shall, upon completion of the four-hundred-and-eighty-eight (488) hour probationary period, become members of the Group Life Insurance Plan as a condition of employment.

#### **Section 2 - Benefits**

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

#### **Section 3 - Premiums**

The cost of the Plan shall be borne by the Employer.

### **PART B - LONG TERM DISABILITY PLAN**

#### **Section 1 - Eligibility**

(a) Regular full-time and regular part-time employees who are on staff at the date of the signing of the agreement and who are not presently disabled from working or who join the staff following that date shall, upon completion of the four-hundred-and-eighty-eight (488) hour probationary period, become members of the Long Term Disability Plan as a condition of employment.

(b) Seniority & Benefits - Seniority accumulation and benefit



entitlement for employees on long-term disability shall be consistent with the provisions of Article 36.03 of the Collective Agreement which reads:

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 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 and seniority upon expiration of the unpaid leave.

Employees on long-term disability shall be considered employees for the purposes of the Pension Plan.

Employees on long-term disability who have exhausted all sick leave credits and in addition have been granted twenty (20) working days (effective September 30, 1993: 144 working hours) unpaid leave shall be covered by the Medical, Extended Health Care and Dental Plans provided they pay the total premiums for such coverage in advance on a monthly basis.

Employees on long-term disability shall have their Group Life Insurance Premiums waived, and coverage under the Group Term Life Insurance Plan shall be continued for an amount not to exceed the amount of life insurance for the employee on the last day they were actively at work.

## **Section 2 - Waiting Period and Benefits**

In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or an illness then, after the employee has been totally disabled for six (6) months, the employee shall receive a benefit equal to two-thirds (2/3) of

monthly earnings, to a maximum of two-thousand dollars (\$2,000) per month, in accordance with the Plan which shall be filed with the Union.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the twelve (12) month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their hourly pay rate as at the date of disability.

The long-term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age 65, recovers, or dies, whichever occurs first, or as of the date of failure to provide requested written proof, satisfactory to the Company, of their continuous total disability.

### **Section 3 - Total Disability Defined**

- (a) Total disability, as used in this Plan, means during the first twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in their normal occupation, and after the first twenty-four (24) months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which they are reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provision LIMITATIONS AND EXCLUSIONS.
- (b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.
- (c) During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor of medicine.

- (d) After twenty-four (24) months of disability, an employee who is able by reason of education, training, or experience, to perform the duties of any gainful occupation, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under this Long-Term Disability Plan.
- (e) If an employee who is receiving this Long-Term Salary Continuance benefit enters into a rehabilitation program, benefits may, at the discretion of the Company, be continued for up to twenty-four (24) months. However, the monthly benefit payable to the employee during the rehabilitation program will be the amount of benefit calculated in accordance with the terms of this policy less twenty-five percent (25%) of the total amount of any wages, compensation, or profit earned by the employee during the rehabilitation program. In the event that income from rehabilitative employment and the benefit paid under this Plan shall exceed eighty percent (80%) of the employee's earnings at date of disability, the benefit from this Plan shall be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit, or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the underwriter of the Plan.

The rehabilitative employment of a disabled employee shall continue until such time as the employee's earnings from rehabilitative employment exceed eighty percent (80%) of the employee's earnings at the date of disability.

If the earnings are received by an employee during a period of total disability and, if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one-hundred percent (100%) of such earnings.

## **Section 4 - Exclusions and Limitations**

### **Exclusions**

No benefit shall be payable, in accordance with the terms of this policy, for any disability which is caused by or results from:

- (a) intentionally self-inflicted bodily injury or sickness, while sane or insane;
- (b) rebellion or insurrection, war, whether war has been declared or not, or by full or part-time service in any Armed Forces;
- (c) flying or air travel, except when flying or travelling as a passenger in an aircraft for which a certificate of airworthiness has been issued by the appropriate government authority and which is operated by a properly licensed pilot.

### **Limitations**

- (a) An employee, physically able to engage in an occupation or employment, shall not be deemed to be totally disabled if they are prevented from engaging in that occupation or employment by any disqualification of law, licensing, or employment practice, even though such disqualification may arise from or be related to bodily injury or sickness for which they have received benefits provided by this policy.
- (b) In no event shall absence outside the territorial limits of Canada or the United States in North America be considered as part of disability period unless approved by the Company in writing prior to the beginning of such absence.

## **Section 5 - Integration with Other Disability Income**

The amount of benefit payable to an employee shall be the amount for which they are insured on the date of commencement of their total disability, subject to any provision for the reduction or termination of insurance contained in this policy on such date.

However, if during a disability period, the employee is entitled to receive income from any of the following sources:

- a) *Workers' Compensation Act*, or similar law;
- b) Department of Veterans' Affairs;

- c) Retirement or Pension Plan with any employer;
- d) any disability provision or any group insurance policy;
- e) any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of the Canada Pension Plan and the Quebec Pension Plan;

the amount of benefit shall be reduced by the amount of such income, excluding any portion the employee was receiving prior to commencement of disability, regardless of whether the employee has actually applied for and received such income.

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of their income from the above sources if the increases are the direct result of application of a cost-of-living indexing formula to the amount of such income. No reduction will be made in this benefit by reason of the Canada Pension Plan or Quebec Pension Plan Dependent Benefit. Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

### **Section 6 - Successive Disabilities**

Successive disability period means a disability period which begins within one-hundred-and-eighty (180) days after the termination of a prior disability period.

Until the employee has resumed their previous occupation on a full-time basis sufficiently recovered to prevent relapse, any period of total disability arising from the same cause or causes as a previous period of total disability will be considered a continuation of the previous period of total disability. In no event, however, will periods of total disability separated by one-hundred-and-eighty (180) days or more of regular employment be considered as one period of total disability.

For each initial disability period, payment of benefits will commence following expiration of the qualification period of one-hundred-and-eighty (180) days. For each successive disability

period, payment of benefits will commence following expiration of:

- a) the qualification period less the total number of days absent due to the same cause or causes during the last preceding initial disability period and all intervening successive disability periods, or
- b) thirty (30) days,

whichever is greater.

### **Section 7 - Expiration of Sick Leave**

Employees who have unused sick leave credits after the one-hundred-and-eighty (180) day waiting period when the long-term disability benefit becomes payable shall either exhaust all such sick leave credits before receiving the long term disability benefit, or bank the unused sick leave credits for future use.

Employees who will be eligible for benefits under the Long-Term Disability Plan shall not have their employment terminated. Following expiration of their sick leave credits, they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.

Upon return to work following recovery, an employee who was on long term disability shall, where possible, return to their former job, exercising their seniority rights if necessary, pursuant to Article 18.04 of the Collective Agreement.

### **Section 8 - Benefits upon Plan Termination**

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid, in accordance with the provision of this Plan, to disabled employees who became disabled while covered by this Plan prior to its termination.

### **Section 9 - Premiums**

The cost of this Plan shall be borne by the Employer. Payment of premiums shall cease on termination of employment, or six (6) months prior to an employee's 65<sup>th</sup> birthday, whichever occurs first.

**Section 10 - Waiver of Premium**

In the event an employee is receiving long term salary continuance benefits provided by this policy, the premium for their insurance shall be waived for the period during which benefits are paid.

**Section 11 - Claims**

Written notice of a claim for long term salary continuance benefits must be sent to the Company by the participating Employer on the form provided by the Company for that purpose, and received by the Company not later than thirty (30) days after the expiration of the qualification period. Initial proof of total disability, obtained at the employee's expense, must be sent to the Company on the form provided by the Company for that purpose, and received by the Company not later than thirty (30) days after the expiration of the qualification period. Further proofs of total disability, when required by the Company, must be provided at the employee's expense.

Failure by the participating Employer to provide written notice of claim within the time limit specified above shall neither invalidate nor reduce any claim if it is shown that the employee had advised their Employer of intention to claim within the time limit specified above.

Failure by the employee to provide written proof of claim as required above shall not invalidate a claim if notice is given to the Company within the time limit specified above, showing that it was not reasonably possible to obtain such proof.

**Section 12 - Administration**

The Employer shall administer the Plan. Upon request, the Union shall be provided access to any reports provided by the claims-paying agent regarding experience information. All questions arising as to the interpretation of the Plan shall be subject to the grievance and arbitration procedures of the Collective Agreement. In cases of discrepancy between this Addendum and the Master Policy, the Master Policy will prevail.

**ADDENDUM #3 - CASUAL EMPLOYEES**

1. (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one (1) position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
  - i) vacation relief;
  - ii) sick leave relief;
  - iii) education relief;
  - iv) maternity leave relief;
  - v) compassionate leave relief;
  - vi) union business relief;
  - vii) educational leave relief;
  - viii) such other leave relief as is provided by the Collective Agreement.
- (b) In an emergency, where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month.
2. Casual employees shall be called to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the class. No casual employee shall be registered in more than one department, except where the Employer and the Union otherwise agree in good faith.
3. Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of Article 15.01(a) of the Collective Agreement.



4. (a) 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.
  - (b) Where a position is filled by a casual employee under Section 3 and that position will last more than three (3) months, that casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer following thirty-one (31) days in the position provided always that the employee has completed the probationary period under Section 12(1) of this Addendum:
    - Article 39 - Section 39.01 - Medical Plan
      - Section 39.02 - Dental Plan
      - Section 39.03 - Extended Health Care Plan
    - Article 40 - Long Term Disability Insurance Plan
    - Article 41 - Group Life Insurance
  - (c) 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.
  - (d) Casual employees receiving benefits under this section shall not be entitled to receive benefits under Section 15(2).
5. Casual employees are entitled to all benefits of the Collective Agreement except the following:
    - a) Article 12 - Probationary Period;
    - b) Sections 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.08 and 14.09 of Article 14 - Seniority;
    - c) Section 15.01(c) of Article 15 - Job Postings and Applications;
    - d) Article 18 - Technological, Automation and Other Changes;
    - e) Article 19 - Reduction in the Work Force;
    - f) Article 20.01 - Employer's Notice of Termination;
    - g) Article 21 - Scheduling Provisions;

***HCN-Revera Lessee (Crofton Manor) LP / Hospital Employees' Union – October 1, 2020 to September 30, 2023***

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- h) Sections 23.09 and 23.10 of Article 23 - Overtime;
  - i) Sections 30.03 and 30.04 of Article 30 - Vacations;
  - j) Article 31 - Bereavement Leave;
  - k) Article 32 - Special Leave;
  - l) Article 33 - Sick Leave, W.C.B., Injury-On-Duty – other than Revera acknowledges its' obligation to adhere to the *Employment Standards Act*, as may be amended from time to time, with respect to paid sick leave;
  - m) Article 34 - Educational Leave;
  - n) Article 35 - Jury Duty;
  - o) Article 36 - Leave - Unpaid;
  - p) Article 37 - Maternity Leave;
  - q) Article 38 - Adoption Leave;
  - r) Article 39 - Health Care Plans;
  - s) Article 40 - Long-Term Disability Insurance Plan;
  - t) Article 42 - Pension Plan;
  - u) Article 45 - Portability;
  - v) Article 48 - Severance Allowance.
6. Casual employees shall accumulate seniority on the basis of the number of hours worked.
7. 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.
8. The manner in which casual employees shall be called to work shall be as follows:
- (a) The Employer shall call, by telephone, 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. 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. If there is an answering machine or voicemail, the caller will leave a message for the employee to return the phone call within five (5) minutes. If the employee does not return the call within five (5) minutes, the caller will proceed as if they were unable to make contact with the employee. In the event of a busy signal, the employee shall be recalled after two (2) minutes and if it is still busy, the next person on the list shall be called.

Where the Employer receives 2 hours' or less notice to fill a shift, and requires that shift to be filled within 2 hours, the Employer will not be required to wait 5 minutes after leaving a message, or call back if the line was busy. The Employer can continue to the next employee on the list. Should an employee who was called contact the Employer prior to the shift being awarded they can accept that shift.

- (b) 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 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.
- (c) If the casual employee who is being called fails to answer or declines the invitation to work or is unable 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.
- (c) Casual employees who are employed by any other

Employer in any capacity shall notify the Employer ten (10) days prior to the beginning of each month:

- a) the name of the other employer;
- b) the schedule that they are required to work at the other Employer; and
- c) the days and times that they shall be available for work.

Where the employee fails to provide such notice, the Employer shall not be obliged to call that employee during the following month. Any such employees who refuse an assignment on five (5) consecutive occasions in a period or periods during which they indicate they will be available to work may be terminated.

- (e) A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.
- (f) When calls are made by the Employer for casual employees to work, the acceptance of such work shall be at the employee's discretion.

Where a casual employee has not accepted such work for a period longer than three (3) months, or six (6) shifts that the casual has said they are available in a three (3) month period, the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee. Where the Employer has made reasonable efforts to contact the employee in order to meet and the employee has not made themselves available, the Employer will send written correspondence to the employee regarding the employee's continued employment status.

Where there is no bona fide reason for the refusal of work and a further three (3) months has elapsed without any shifts worked by the employee from either the date of the

meeting or the date of the letter, the casual employee will be deleted from the casual call-in list.

9. Casual employees shall not be dismissed except for just and proper cause.
10. 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 (1) 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.
11. (a) The master casual employee seniority list and each classification registry shall be revised and updated every three (3) months as at seven (7) calendar days following the first pay period as at 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.
  - (b) 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.
  - (c) Within two weeks of each adjustment date the Employer shall send to the Secretary-Business Manager of the Union a revised copy:
    - (d) of the master casual seniority list; and
    - (e) of each classification registry maintained by the Employer.
12. (a) Except for regular employees who transfer to casual status under Section 16, casual employees shall serve a probationary period of four-hundred-and-eighty-eight (488) hours of work. During the said probationary period casual

- employees may be terminated for unsatisfactory service.
- (b) 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 12 of the Collective Agreement.
  - (c) 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 12.
13. For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:
- (a) dividing their number of seniority hours by a factor of 7.5, which shall be deemed to be the number of days worked; and then
  - (b) taking the number of days worked derived under subsection (1) herein multiplied by a factor of 1.4 rounded off to the nearest whole number, which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.
14. Casual employees shall receive 12.6% of their straight-time pay in lieu of scheduled vacations and statutory holidays.
15. (a) Provided that the employee so elects within sixty (60) days of the completion of 180 hours of work, or after the completion of each two year period thereafter, casual employees shall have an option to enrol in the following benefit plans:
- i) medical services plan;
  - ii) dental plan;
  - iii) extended health plan.

An employee who makes an election under this provision

must enrol in each and every of the benefit plans and shall not be entitled to except any of them.

- (b) In order to fund the cost of those benefits in whole or in part, the Employer shall pay such employees 11.2% of their straight time pay in addition to any payments prescribed by Section 14.

Such employee shall then pay to the Employer, in advance, the full cost of such benefits and shall maintain payment of them by any method agreeable to the Employer from month to month.

Payment under this section shall in no event exceed the cost of the benefit premiums.

- (c) Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits, and the employee shall cease receiving payments under subsection (2). Thereafter, the employee shall only be entitled to re-enrol in the sixty (60) day period following the completion of a further two (2) calendar years of employment as a casual employee.

16. A regular employee who is laid off shall be entitled, as of right, to transfer to casual status. Other regular employees may transfer to casual status, provided that the Employer requires additional casual employees. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer, converted to hours on the following formula:

- (a) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer, multiplied by a factor of 0.714; and then

(b) to determine the number of seniority hours, multiply the result obtained under subparagraph (1) by a factor of 7.5.

17. Regular part-time employees may register for casual work under this Addendum except that Sections 12, 13, 14 and 15 shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than three (3) days the employee shall be relieved of their regular schedule at the option of the employee. All time worked shall be credited to the employee under the provisions of the Addendum - Part-Time Employees.

Sick leave credits accumulated under the provisions of the Addendum - Part-Time Employees may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.

18. Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.



**APPENDIX “A”**

**LIFE STYLE OPERATIONS LP RESIDENCES IN BC**

- Hollyburn House
- Parkwood Court
- Parkwood Manor
- Parkwood Place
- The Kensington
- Whitecliff

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**HCN-REVERA LESSEE (CROFTON MANOR) LP  
by its general partner  
HCN-REVERA LESSEE (CROFTON MANOR) GP INC.  
CROFTON MANOR**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Job Sharing**

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**Preamble:**

The purpose of job sharing is to allow two regular employees to voluntarily "job share" one regular full-time position. Where the Employer and Union agree, regular part-time positions may be job shared by two regular employees.

The "job sharing arrangement" must be signed by the Employer and the Union before a job sharing arrangement can be implemented.

**Participation:**

Job sharing is voluntary for all parties, including employees, and undertaken at the discretion of the Employer. Employees may initiate a request for job sharing in writing. Job sharers will be within the same department and classification, unless mutually agreed to by the Employer and the Union.

For the first three months of a job sharing arrangement an employee will be deemed to be on a qualifying period as per Article 14.02.

**Maintenance:**

A shared position shall, in all respects with the exception that they are held by two individuals, be treated as though it was a single

position with regard to scheduling and job descriptions.

If one job sharing partner decides to discontinue participating in a job share, they must give 30 days' notice. The remaining employee shall be given first opportunity to assume the original position on a full-time (or part-time as applicable) basis. Should that employee decline the position on a full-time basis and wish to continue to job share the position, then an effort will be made, over a period of 30 days, to find a job sharing partner satisfactory to all parties. The period of time to find a replacement will result in the remaining job sharing partner assuming the position full time (or original part-time position as applicable). If the person does not wish a full-time position and no job sharing partner is found, then they may post into another regular position, revert to casual status or resign.

The Employer will give 60 days' notice if they wish to end a job sharing arrangement. If the job-sharing arrangement is discontinued by the Employer, the most senior employee will be given first option to assume the original position. The other partner will be displaced pursuant to the provisions of the Collective Agreement.

**Schedules:**

A work schedule will be set out in advance showing the days and hours or shift to be worked for each job sharing partner. Once established, the portion of hours may be altered by mutual agreement of the parties, not to exceed full-time hours.

Temporary relief for a job shared position will be determined pursuant to the Collective Agreement. Job sharers will relieve for each other where there is no other source of relief available.

There shall be no additional costs to the Employer in a job sharing arrangement. For example, each employee in a job sharing arrangement will pay a proportionate share of the health care plan premiums above those for the regular position being shared.

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**HCN-REVERA LESSEE (CROFTON MANOR) LP  
by its general partner  
HCN-REVERA LESSEE (CROFTON MANOR) GP INC.  
CROFTON MANOR**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Staff Parking**

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Subject to availability as determined by the Employer, parking shall be provided for staff, with the priority given to night shift workers between 9 P.M. to 7 A.M. (2100h – 0700h) to ensure their safety and security.

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**HCN-REVERA LESSEE (CROFTON MANOR) LP  
by its general partner  
HCN-REVERA LESSEE (CROFTON MANOR) GP INC.  
CROFTON MANOR  
AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Temporary Positions**

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The Employer and the Union agree that when an operational need is identified that may require temporary positions to be created, as per Article 15.01 (e), the Parties will meet to discuss these requirements.

This process will allow the parties to agree on a non-prejudiced basis to fill the temporary positions, as per Article 15.01 (c) or through the Casual Addendum, up to a maximum of three (3) months without posting the positions.

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**HCN-REVERA LESSEE (CROFTON MANOR) LP**

**by its general partner**

**HCN-REVERA LESSEE (CROFTON MANOR) GP INC.**

**CROFTON MANOR**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Wage Levelling**

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If the Government of BC (“the Government”) ends wage levelling before the expiry of this Collective Agreement (September 30, 2023):

The parties acknowledge they have not entered into wage rate discussions for classifications who under the SSO wage levelling are receiving a higher wage.

The Parties further agree that should the single site levelled up wage rates be terminated by the Government prior to this Collective Agreement expiring, the Parties will re-open the Collective Agreement to negotiate wage rates for classifications that were levelled up under the SSO.

The Parties agree that this will commence on an expediated basis but no later than ninety (90) days following any Government announcement that would end SSO wage levelling.

No other article of the Collective Agreement will be subject to the wage re-opener discussions, unless mutually agreed to by the Parties. Wages, wage grid steps and wage tiers may be discussed.

Should the Parties not be able to reach agreement on wages Article 62 will apply.

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**HCN-REVERA LESSEE (CROFTON MANOR) LP**  
**by its general partner**  
**HCN-REVERA LESSEE (CROFTON MANOR) GP INC.**  
**CROFTON MANOR**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Electronic Call In**

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If the Employer plans to introduce an electronic call-in system during the life of this Collective Agreement, the Employer will notify the Union prior to implementing the new call in system.

The Employer and Union will meet prior to the new system commencing to negotiate a letter of understanding covering the terms and provisions of the new system and any changes to the current call in language that may be needed to support the successful implementation of the new electronic call-in system.

The Employer and the Union will meet after 90 days (or sooner if requested by either party) of any new call in system commencing to discuss and review if any changes or amendments are required.

The parties agree that any electronic call process agreed on will be included at the next round of bargaining for inclusion to the Collective Agreement.

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**HCN-REVERA LESSEE (CROFTON MANOR) LP**  
**by its general partner**  
**HCN-REVERA LESSEE (CROFTON MANOR) GP INC.**  
**CROFTON MANOR**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Labour Management Advisory Committee**

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- (a) A Labour Management Advisory Committee shall be established. The Committee shall meet at least three (3) times a year.
- (b) The Union shall provide the names of up to three (3) employees and the Employer shall provide the names of up to three (3) Employer Representatives to sit on the Committee.
- (c) The desired functions of the Committee is to review, and make non-binding recommendations regarding the concerns of employees, including workload concerns, and other matters related to employment.
- (d) Employees attending shall be paid their basic rate of pay for attendance at these Committee meetings.
- (e) Additional meetings can be called upon mutual agreement between the Union and the Employer.
- (f) The chairing of the meetings shall be rotated between the Employer and the Union.



**LETTER OF UNDERSTANDING #7**

**BETWEEN**

**HCN-REVERA LESSEE (CROFTON MANOR) LP**  
**by its general partner**  
**HCN-REVERA LESSEE (CROFTON MANOR) GP INC.**  
**CROFTON MANOR**

**AND**

**HOSPITAL EMPLOYEES' UNION**

**Re: Lump Sum Payment**

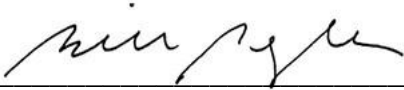
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In lieu of a general wage increase, non-wage-levelled employees shall receive a lump sum payment calculated on the percentages below for all regular straight-time hours worked, paid vacation, and paid statutory holidays in the period between October 1, 2020 and the pay period following December 15, 2022.

- October 1, 2020 – 1.5%
- October 1, 2021 – 2%
- October 1, 2022 – 2%

Eligibility for the aforementioned lump sum payment will apply to employees who are actively employed on the date of ratification and will be paid within four (4) pay-periods of the date of ratification.

**SIGNED ON BEHALF OF  
THE UNION:**



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



**Jim Calvin**  
Negotiator



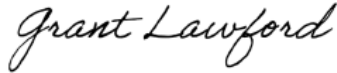
**May Zadnipyany**  
Bargaining Committee Member

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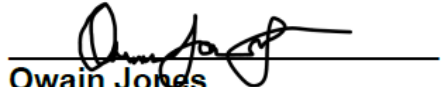
**Vanessa Bautista**  
Bargaining Committee Member

April 22, 2024  
\_\_\_\_\_  
**Dated**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**



**Grant Lawford**  
National Director,  
Labour Relations



**Owain Jones**  
Executive Director

\_\_\_\_\_  
**Dated**

**EMPLOYMENT STANDARDS INFORMATION BULLETIN**

**(For Information Purposes Only)**

- 1) 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
  
- 2) There is currently a provision for paid sick leave for eligible Casual and Part-Time employees.

For complete information on current Employment Standards provisions please visit:

[www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice](http://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice)

**HCN-Revera Lessee (Crofton Manor) LP / Hospital Employees' Union – October 1, 2020 to September 30, 2023**

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Compassionate Care Leave  
Information Bulletin  
(For information purposes only)

1. Family member means

a. A member of an employee's immediate family, as defined in the *Employment Insurance Act*.

2. An employee who requests leave under this article is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with significant risk of death within 26 weeks, or such other period as may be prescribed, after

a. The date the certificate is issued, or

b. If the leave began before the date of the certificate is issued, the date the leave began

3. The employee must give the employer a copy of the certificate as soon as practicable.

4. An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins

5. A leave under this section ends on the last day of the week in which the earlier of the following occurs;

a. The family member dies;

b. The expiration of 26 weeks or other prescribed period from the date the leave began

6. A leave taken under this section must be taken in units of one or more weeks.

7. If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) to the further leave.