

COLLECTIVE AGREEMENT
BETWEEN
PRO VITA CARE MANAGEMENT INC.
KIWANIS CARE CENTRE
AND



HOSPITAL EMPLOYEES' UNION

July 1, 2023 – June 30, 2026

Note: underlined text is new language for 2023-2026

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ARTICLE 1 – PURPOSE OF AGREEMENT AND SHARED VISION 1

ARTICLE 2 – SCOPE AND RECOGNITION 2

ARTICLE 3 – DEFINITIONS..... 2

ARTICLE 4 – DEDUCTION OF UNION DUES 2

ARTICLE 5 – UNION REPRESENTATION 4

 5.03 BARGAINING COMMITTEE 5

 5.05 UNION REPRESENTATIVE VISITS 5

 5.06 UNION BULLETIN BOARD 6

 5.07 UNION REPRESENTATIVE – NEW EMPLOYEE ORIENTATION 6

ARTICLE 6 – NO STRIKES OR LOCKOUTS 6

ARTICLE 7 – JOINT CONSULTATION COMMITTEE 6

ARTICLE 8 – GRIEVANCE PROCEDURE 7

 8.02 UNION REPRESENTATION 8

 8.03 GRIEVANCE INVESTIGATIONS 9

 8.04 POLICY GRIEVANCE 9

 8.05 DISMISSAL/SUSPENSION FOR ALLEGED CAUSE 9

 8.06 MANDATORY TIME LIMITS 10

 8.07 RIGHT TO HAVE STEWARD PRESENT 10

 8.08 RIGHT TO GRIEVE DISCIPLINARY ACTION 10

ARTICLE 9 – ARBITRATION 11

ARTICLE 10 – HOURS OF WORK 12

ARTICLE 11 – OVERTIME 13

ARTICLE 12 – STATUTORY HOLIDAYS 14

 12.02 STATUTORY HOLIDAY PAY 15

ARTICLE 13 – ANNUAL VACATIONS 16

ARTICLE 14 – PROBATIONARY EMPLOYEES 18

ARTICLE 15 – SENIORITY 18

ARTICLE 16 – FILLING OF VACANCIES 20

ARTICLE 17 – JOB DESCRIPTIONS 22

ARTICLE 18 – TECHNOLOGICAL CHANGE 22

ARTICLE 19 – LAYOFFS AND RECALL 22

 19.01 LAYOFF 22

19.02	NOTICE OF LAYOFF	23
19.03	BUMPING RIGHTS.....	23
19.04	RECALL.....	23
19.05	SENIORITY RETENTION.....	24
19.06	NOTICE NOT REQUIRED.....	24
ARTICLE 20 – EDUCATION LEAVE		24
20.01	EMPLOYER REQUESTED LEAVE	24
20.02	IN-SERVICE EDUCATION.....	25
20.03	EDUCATION LEAVE.....	25
ARTICLE 21 – LEAVE OF ABSENCE.....		25
21.01	MATERNITY LEAVE.....	25
21.02	PARENTAL LEAVE / ADOPTION LEAVE	26
21.03	FAMILY RESPONSIBILITY LEAVE	27
21.04	JURY DUTY.....	28
21.05	BEREAVEMENT LEAVE.....	28
21.06	ELECTION LEAVE.....	29
21.07	FAMILY LEAVE.....	29
21.08	UNPAID LEAVE OF ABSENCE	30
21.09	UNION LEAVE	30
21.10	GENDER AFFIRMATION LEAVE.....	31
21.11	CEREMONIAL, CULTURAL, SPIRITUAL AND COMPASSIONATE LEAVE INDIGENOUS EMPLOYEES.....	31
ARTICLE 22 – SICK LEAVE		32
ARTICLE 23 – SHIFT PREMIUM		33
ARTICLE 24 – HEALTH AND SAFETY		34
ARTICLE 25 – WAGES		35
ARTICLE 26 – EMPLOYEE FILE.....		36
ARTICLE 27 – BENEFITS		36
27.02	VISION CARE	37
27.03	DENTAL PLAN	37
27.04	EXTENDED HEALTH CARE PLAN	38
27.05	LONG TERM DISABILITY	39
ARTICLE 28 – EMPLOYER PROPERTY		39
28.01	RETURN OF EMPLOYER PROPERTY ON TERMINATION.....	39
28.02	EMPLOYER TO REPAIR OR INDEMNIFY	40
28.03	REIMBURSEMENT OF LEGAL FEES.....	40
28.04	TOOLS.....	40

ARTICLE 29 – PARKING AND TRANSPORTATION ALLOWANCE 40

ARTICLE 30 – PRINTING OF THE AGREEMENT 41

ARTICLE 31 – CASUAL ENTITLEMENTS..... 41

 31.04 CALL IN 42

ARTICLE 32 – NO DISCRIMINATION..... 45

 32.01 NO DISCRIMINATION..... 45

 32.02 HARASSMENT 45

 32.03 COMPLAINTS INVESTIGATION..... 46

ARTICLE 33 – EVALUATIONS 46

 33.01 EVALUATION REPORTS..... 46

 33.02 EMPLOYEE REBUTTALS 46

ARTICLE 34 – MISCELLANEOUS 47

 34.01 BADGES AND INSIGNIA 47

 34.02 LEGAL PICKET LINES 47

ARTICLE 35 – CONTRACTING OUT 47

 35.01 LAYOFF OF EMPLOYEES..... 47

 35.02 EXCEPTIONS 47

ARTICLE 36 – WORKLOAD..... 47

ARTICLE 37 – VOLUNTEERS 48

ARTICLE 38 – EFFECTIVE DATE OF RATIFICATION 48

ARTICLE 39 – RRSP PLAN..... 49

SCHEDULE “A” 50

 WAGE SCHEDULE 50

LETTER OF UNDERSTANDING #1 51

 RE: MSP PREMIUMS 51

LETTER OF UNDERSTANDING #2 52

 RE: WAGE RATES 52

ARTICLE 1 – PURPOSE OF AGREEMENT AND SHARED VISION

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

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

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

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

ARTICLE 2 – SCOPE AND RECOGNITION

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

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

ARTICLE 3 – DEFINITIONS

3.01 A regular full-time employee is one who works full-time on a regular scheduled basis for thirty-seven-and-one-half (37½) hours per week or more.

An employee who works seven-and-one-half (7.5) hours per day on a “5 on and 2 off” or “4 on and 2 off” schedule on a regular basis shall be considered to be a regular full-time employee.

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

3.03 A casual employee is one who is not regularly scheduled to work other than as described in Article 31.01 (a).

ARTICLE 4 – DEDUCTION OF UNION DUES

4.01 The Employer agrees to the deduction of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues for all employees after the date of

ratification of this collective agreement. The Union shall provide the Employer with the appropriate dues deduction authorization forms for all employees on staff on the date of ratification.

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

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

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

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

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

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

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

4.09 Employees who are not members shall have the equivalent of regular union dues deducted from their wages in accordance with the Dues Check-Off Provision 4.01 and 4.02 of this Collective Agreement.

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

ARTICLE 5 – UNION REPRESENTATION

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

- (a) Shop Stewards may be appointed by the Union to a maximum of three (3) plus one (1) alternate Shop Steward for the Bargaining Unit as a whole.
- (b) The Employer is to be kept advised of all Shop Steward appointments.
- (c) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (d) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the Employer's operation, then no more than one (1) Shop Steward or Union

Committee member shall be given leave of absence to transact Union business at any one time.

- (e) When a Shop Steward or Union Committee member is the only employee on duty in a work area and where their absence would unduly interfere with the Employer's operation, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

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

5.03 Bargaining Committee

A negotiation committee of no more than three employees and two alternates may be selected by the Union.

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

5.05 Union Representative Visits

The Union shall inform the Employer when a Union representative intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits will not interrupt the operation of the facility and will be at a mutually agreeable time.

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

5.06 Union Bulletin Board

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

5.07 Union Representative – New Employee Orientation

New employees will be advised that a Collective Agreement is in place and be provided with the name of their Shop Steward.

The Employer shall give the Shop Steward or designate and the new employee an opportunity to meet within regular working hours without loss of pay for up to fifteen (15) minutes during the first thirty (30) days of their employment.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

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

ARTICLE 7 – JOINT CONSULTATION COMMITTEE

7.01 On the request of either party, the parties must meet at least once every three months, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by the Agreement.

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

7.03 Up to two (2) employees who are members of the joint consultation committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the committee.

Pay for such meetings shall be limited to a maximum of two (2) hours. For clarity, employees attending such meetings will not receive overtime wages.

ARTICLE 8 – GRIEVANCE PROCEDURE

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

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

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

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

Step (1)

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

Step (2)

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

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

Step (3)

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

8.02 Union Representation

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

8.03 Grievance Investigations

Where an employee has asked to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward 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 worksite.

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

8.04 Policy Grievance

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

Where no satisfactory resolution is reached, either party within a further twenty-eight (28) calendar days may submit the dispute to arbitration as set out in Article 9 of this agreement.

8.05 Dismissal/Suspension for Alleged Cause

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

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

Any verbal or written warnings (except final written warnings) shall be removed from the employees file after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction.

8.06 Mandatory Time Limits

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

8.07 Right to Have Steward Present

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

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

8.08 Right to Grieve Disciplinary Action

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

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

ARTICLE 9 – ARBITRATION

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

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

- Amanda Rogers
- Chris Sullivan
- Elaine Doyle
- Julie Nichols
- Koml Kandola
- Mark Brown

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

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

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

ARTICLE 10 – HOURS OF WORK

10.01 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, number of days of work per week nor as a guarantee of work schedules.

The workweek shall provide for continuous operation Sunday through Saturday.

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

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

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

10.03 There shall be a minimum of twelve (12) hours off-duty between the completion of one work shift and the commencement of the next. When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 11.

10.04 An unpaid meal period of one-half (½) hour will be scheduled as close as possible to the middle of each shift of more than 5 paid hours and shall be taken away from the work area.

Employees required by the Employer to work during their scheduled lunch break because of an emergency will have their lunch break rescheduled to an alternative time during that shift.

Employees whose lunch break is not rescheduled will be paid for the meal break at straight-time rates.

10.05 Employees are entitled to the following rest and meal breaks:

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

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

ARTICLE 11 – OVERTIME

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

11.02 Overtime shall be paid at the rate of time-and-a-half (1½ x) for all hours worked beyond eight (8) hours in a day, and double-time (2x) for hours worked beyond eleven (11) in a day.

Any work beyond forty (40) hours per week will be paid at time-and-one-and-one-half times (1½ x) the regular hourly, unless the provisions of this or any other article call for such work to be compensated at a higher rate. Calculation of daily overtime entitlement is separate from weekly overtime entitlement.

An employee who has not had thirty-two (32) consecutive hours free from work in a seven (7) day period shall be paid overtime in accordance with Section 36 of the *Employment Standards Act*.

11.03 Overtime hours shall be assigned in order of seniority as follows:

- a) Regular full-time and part-time employees;
- b) Casual employees.

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

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

ARTICLE 12 – STATUTORY HOLIDAYS

12.01 Employees will be entitled to eleven (11) statutory holidays and such other holidays as may be in future proclaimed or declared by the Provincial Government.

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

Labour Day
National Day for Truth and
Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day

12.02 Statutory Holiday Pay

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

- Amount paid: is the amount earned by the employee for work done during the thirty (30) calendar day period preceding the statutory holiday, including vacation pay but excluding overtime pay.
- Days worked: is the number of days the employee worked or earned wages during that thirty (30) calendar day period.

Casual employees who have not completed thirty (30) days service shall be eligible for a statutory holiday provided they have worked on fifteen (15) days prior to the statutory holiday.

12.03 Employees who qualify for statutory holiday pay under Article 12.01 shall not receive statutory holiday pay if:

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

12.04 Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1.5 x) in addition to any statutory holiday pay owing. Employees who are required to work on Christmas Day will be paid at the rate of double-time (2x) in addition to any statutory holiday pay owing.

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

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

ARTICLE 13 – ANNUAL VACATIONS

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

13.02 Employees employed prior to the date of ratification shall, after one (1) or more years of continuous service, be entitled to four (4) weeks' vacation at 8% vacation pay, based on gross earnings in the previous year.

13.03 Employees hired after the date of ratification will be entitled to vacation and vacation pay as follows:

- those with one (1) or more years of continuous service shall have earned three (3) weeks' vacation at six percent (6%) vacation pay, based on gross earnings from the previous years;
- employees with five (5) or more years of continuous service shall have earned four (4) weeks' vacation at eight percent (8%) vacation pay, based on gross earnings from the previous year.
- employees with fifteen (15) or more years of continuous service shall have earned five (5) weeks' vacation at ten percent (10%) vacation pay, based on gross earnings from the previous year.

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

Vacations requests must be submitted no later than January 31st to be scheduled for the vacation calendar year of April 1 – March 31. Vacation time may be divided into blocks of one to two weeks in duration.

Scheduling of vacation shall be in accordance with seniority within a classification. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Remaining vacation periods will be scheduled in a fair and equitable manner amongst employees within a classification. The approved vacation schedule will be posted at the worksite on or before February 28th in each year.

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

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

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

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

February each calendar year.

13.05 Employees are expected to schedule vacation leave in blocks of one or more full weeks. However, requests for vacation leave of less than one (1) week will be considered where valid reasons exist. Such requests will not be unreasonably denied.

13.06 Vacation pay to which an employee is entitled shall be paid to the employee at least one (1) calendar day before the beginning of their vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice and the regular benefit deductions will apply to the advance pay provided. The amount of their vacation pay shall be based on the number of workdays of planned absence due to vacation for each vacation period.

ARTICLE 14 – PROBATIONARY EMPLOYEES

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

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

ARTICLE 15 – SENIORITY

15.01 Seniority is defined as the employee's hours of work since the employee's most recent date of hire, and shall accumulate based on straight-time hours.

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

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

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

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

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

- a) the employee quits;
- b) the employee retires;
- c) the employee is discharged for just cause and is not reinstated;
- d) the employee is absent from work without permission for more than three (3) consecutive working days or more unless an explanation satisfactory to the Company is given by the employee for both the absence and the failure to request permission;
- e) if the employee over stays on a vacation or leave of absence without securing a written extension of such leave of absence or vacation from the appropriate Director, unless an explanation satisfactory to the Company is given by the employee for both the need for the extension and the failure to request same;
- f) the employee utilizes a leave of absence for purposes other than those for which it was granted;
- g) if the employee fails to return to work without an acceptable reason immediately after the Company has been notified by a

physician, an insurer or the WorkSafeBC that the employee is able to return to work;

- h) if the employee is recalled to work and fails to return within four (4) days of being telephoned or having notice of recall delivered by registered mail to the employee's home address. Such mailing shall be to the last address of the employee that the Company has in its files for that employee and such mailings shall be deemed to have been received by the employee.

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

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

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

ARTICLE 16 – FILLING OF VACANCIES

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

external recruitment process.

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

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

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

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

16.03 The Employer reserves the right to fill any position on a temporary basis for a period not to exceed sixty (60) days or while the posting process is underway and until the final selection is made.

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

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

16.05 Two (2) copies of all postings shall be sent to the Local of the Union within the aforementioned seven (7) calendar days.

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

ARTICLE 17 – JOB DESCRIPTIONS

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

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

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

ARTICLE 18 – TECHNOLOGICAL CHANGE

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

ARTICLE 19 – LAYOFFS AND RECALL

19.01 Layoff

A layoff shall be defined as a cessation of employment or the

elimination of a job resulting from a reduction of the amount of work required to be done by the Employer. A reduction of hours shall not be considered to be a layoff. However, a reduction in hours that exceeds twenty-five percent (25%) of an employee's scheduled hours may, at the employee's option, trigger bumping rights as per Article 19.03.

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

19.02 Notice of Layoff

Employees subject to layoff and who have acquired seniority shall be given written notice of layoff as follows:

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

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

19.03 Bumping Rights

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

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

19.04 Recall

Employees on layoff shall be recalled in order of seniority, subject to their willingness, qualifications and ability to do the work

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

19.05 Seniority Retention

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

- (a) If laid off after three (3) months continuous employment — up to three (3) months;
- (b) If employed twelve (12) or more months' continuous employment at time of layoff - up to one (1) year.

19.06 Notice Not Required

The Employer is not required to give notice to an employee who is terminated for cause; hired for a project or temporary position, or a term position where the end date is known at least two (2) weeks in advance; in cases where an employee is offered and refuses alternative employment; or where the Employer can establish that the lay-off results from an act of God, fire or flood.

ARTICLE 20 – EDUCATION LEAVE

20.01 Employer Requested Leave

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

20.02 In-Service Education

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

20.03 Education Leave

Requests by employees for unpaid leave of absence for educational purposes shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least thirty (30) 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 within fourteen (14) days of the request.

Any employee granted unpaid education leave will not continue to accumulate seniority while on leave, but shall return to their former job with any seniority accrued prior to the leave. Such leaves will not exceed twelve (12) months in any five (5) year period per employee. The Employer may require proof of enrollment in a healthcare-related course prior to granting approval and proof of continued participation in the course throughout the leave.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Maternity Leave

- (a) Maternity leave shall not constitute cause for dismissal.
- (b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- (c) A pregnant employee who requests maternity leave is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins:

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

21.02 Parental Leave / Adoption Leave

- (a) An employee who requests leave under paragraph (i), (ii), or (iii) of this article is entitled to:

- i) For a parent who takes leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the Employer and the employee agree otherwise, immediately after the end of the leave taken under Article 21.01 above.
 - ii) For a parent, other than an adopting parent who does not take leave under Article 21.01 above, in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children.
 - iii) For an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under (a) above.
- (c) A request for leave must:
- i) Be given in writing to the Employer,
 - ii) If the request is for leave under (a)(i) or (ii) above be given to the Employer at least 4 weeks before the employee proposes to begin leave, and
 - iii) If required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (c) An employee's combined entitlement to leave under Articles 21.01 and 21.02 is limited to 78 weeks plus any additional leave the employee is entitled to under Article 21.01(f) and 21.02(b).

21.03 Family Responsibility Leave

- (a) Employees may request, up to two (2) consecutive days of paid sick leave or unpaid leave shall be granted to employees in each employment year to attend to the care, health or

education of a child or a dependent in the employee's care, or to the care or health of any other member of the employee's immediate family. Immediate family for this article means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

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

21.04 Jury Duty

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

The employee shall turn over to the Employer any monies 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.

21.05 Bereavement Leave

Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively stepparent or foster parent), spouse, child (including miscarriage or stillborn child of 20 weeks or later not

covered by pregnancy leave), stepchild, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and any person permanently residing in the employee's household or with whom the employee permanently resides.

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

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

21.06 Election Leave

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

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

21.07 Family Leave

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

support the request when required by the Employer.

21.08 Unpaid Leave of Absence

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

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) 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.

21.09 Union Leave

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

Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business

for specific periods of not less than fourteen (14) days unless this would unduly interrupt the Employer's operation. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave.

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

21.10 Gender Affirmation Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow the provisions of unpaid leave of absence unless otherwise provided for within the Collective Agreement. The Union, the Employer, and the employee will work together to tailor the general transition plan to the employee's particular needs based upon the direction and advice provided from a medical practitioner.

21.11 Ceremonial, Cultural, Spiritual and Compassionate Leave Indigenous Employees

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

21.12 Employees may be eligible for other leaves of absence under the BC *Employment Standards Act*, including (but not limited to):

- Leave Respecting Domestic or Sexual Violence
- Critical Illness Leave
- Compassionate Care Leave
- Leave Respecting Disappearance of a Child
- Leave Respecting Death of a Child

The Employer will permit such leaves in accordance with the terms and eligibility requirements of the BC *Employment Standards Act*.

ARTICLE 22 – SICK LEAVE

22.01 Regular full-time and regular part-time employees will receive sick pay of 2.4% of gross wages annually, increasing to 2.8% of gross wages annually on the date eighteen (18) months from date of ratification of this Collective Agreement.

Regular full-time and regular part-time employees will be credited with five (5) days of sick leave on January 1st of each calendar year.

To the extent the Collective Agreement provides for an additional entitlement (e.g. 2.4% = 6 days, 2.8% = 7 days), any additional day(s) will be available to employees for use once they have worked enough hours to accrue the additional entitlement.

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

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

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

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

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

22.05 Regular employees transferring to casual status are no longer entitled to sick leave benefits and will lose their banked sick leave credits. Employees will also be paid out their banked sick leave credits upon termination of employment.

ARTICLE 23 – SHIFT PREMIUM

23.01 Employees working night shift shall be paid a shift differential of one-dollar-and-thirty cents (\$1.30) per hour for the entire shift. Night shift shall be defined as any shift in which the major portion of the seven-and-one-half (7½) hour shift occurs between 12:00 midnight (24:00 hours) and 8:00 a.m. (08:00 hours).

23.02 Employees working the evening shift shall be paid a shift differential of twenty-five cents (\$0.25) per hour for the entire shift. Evening shift shall be defined as any shift in which the major portion of the shift occurs between 3 pm and 11 pm.

ARTICLE 24 – HEALTH AND SAFETY

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

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

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

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

24.05 Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the WorkSafeBC and/or the Occupational Health & Safety Agency. The committee will

increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.

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

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

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

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

ARTICLE 25 – WAGES

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

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

ARTICLE 26 – EMPLOYEE FILE

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

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

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

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

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

ARTICLE 27 – BENEFITS

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

continue for the duration of the agreement. Employees scheduled twenty-two-point-five (22.5) or more hours per week on a regular basis shall be eligible for those benefits as outlined in the Employer's benefit program.

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

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

27.02 Vision Care

Eligible employees shall be provided with vision care coverage allowing for one pair of eyeglasses or contact lenses up to two-hundred-and fifty dollars (\$250) in a twenty-four (24) month period. Vision care benefits will be paid for eligible employees, their spouses and eligible children, provided that they are not enrolled in another comparable plan. Reimbursement shall be provided upon provision of prescription confirmation and original purchase receipt.

27.03 Dental Plan

Eligible employees shall be provided with:

Reimbursement Levels:

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

Annual Maximums:

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

The Dental Plan shall cover employees, their spouses and eligible children provided they are not enrolled in another comparable

plan.

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

27.04 Extended Health Care Plan

Eligible employees shall be provided with:

Benefit Level:

- Eligible Prescription Drugs 80%
- Prescription Drug Card The Employer will make every effort to implement a prescription drug card within two months of ratification.
- All other In-Province Eligible Expenses 80%
- Out-of-Country Emergency 100%

Deductible:

Single \$25 per calendar year
Family \$25 per calendar year

- Lifetime Health Care Maximum Unlimited
- In Canada Prescription Drugs Covered
- Hospital Room Semi-Private
- Private Duty Nursing \$5,000 for a maximum of 12 months, per condition
- Hearing Aids \$300 every five years
- Paramedical Practitioners See Benefit Booklet
- Surviving and Dependent Insurance Two years
- Conversion Privilege See Benefit Booklet

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

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

27.05 Long Term Disability

The Employer shall contract for a long-term disability plan, as provided in the current LTD Employee Benefit Booklet. The long-term disability plan shall cover post-probationary employees and provide such employees with two-thirds salary continuation in accordance with the plan.

Group Life Insurance

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

Disputes

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

ARTICLE 28 – EMPLOYER PROPERTY

28.01 Return of Employer Property on Termination

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

28.02 Employer to Repair or Indemnify

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

28.03 Reimbursement of Legal Fees

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

28.04 Tools

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

ARTICLE 29 – PARKING AND TRANSPORTATION ALLOWANCE

29.01 The Employer will provide parking at no cost to employees, subject to availability.

29.02 An employee will not be required to use their own vehicle for the Employer's business.

29.03 If an employee is requested to use their vehicle for company business they shall be reimbursed fifty-two cents (\$0.52) per kilometer or the rate established by Company policy, whichever rate is greater.

ARTICLE 30 – PRINTING OF THE AGREEMENT

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

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 31 – CASUAL ENTITLEMENTS

31.01

- (a) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, or for other intermittent, non-recurring work, provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position.
- (b) Casual employees shall be called in to work in the order of seniority subject to their availability. A separate seniority list will be established for the call-in of casual employees and part-time employees registering for casual work.
- (c) The probationary period for casual employees shall be forty-five (45) shifts worked.

31.02

- (a) Part-time employees may register for casual work in accordance with Article 31. For the purpose of casual call-in, part-time employees are not eligible for any casual shift hours that overlap with their regular shifts or which would result in daily or weekly overtime.
- (b) Part-time employees will be placed on the casual registry in accordance with their seniority.

31.03

- (a) Regular part-time and casual employees shall submit in

writing, by the first day of each month, their availability for the following month. The Employer shall only be obliged to call an employee for those days and shifts which the employee has identified as available. Casual employees who have not been available for work for three (3) consecutive months may have their employment terminated.

- (b) All hours worked by part-time regular employees accumulate for the purposes of sick leave and all benefits.
- (c) A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

31.04 Call In

- (a) Employees on the casual list shall be called to work in order of seniority as follows:
 - The Employer shall contact those employees designated as available for the shift or block of shifts being assigned but may also contact others who might be available notwithstanding their availability form, if the shift(s) cannot be otherwise filled.
 - Contact may be made either by telephone, text message, email or other electronic means of communication. Employees will indicate their preferred method of contact (one contact), and that preferred method will be utilized.
 - Where electronic communication is utilized, notice may be sent to several employees simultaneously. The notice will indicate the details of the available work, and the time line for reply.
 - Where electronic communication is utilized the following shall apply:
 - i) Where a vacancy is known less than forty-eight (48) hours in advance, the casual employees shall have 15 minutes to respond to the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
 - ii) Where a vacancy is known more than forty-eight (48) hours in advance, but less than four (4) weeks in

- advance, the casual employees shall have sixty (60) minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- iii) Where a vacancy is known more than four (4) weeks in advance, the employees shall have seventy-two (72) hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- A record of calls or electronic communications will be maintained for at least thirty (30) days subsequent to the shift(s) being filled. In the case of a dispute, the Union will have access to the call logs and will be entitled to make photocopies as needed. In the event of a dispute, the call logs will be maintained for the period of the dispute and 30 days after the dispute comes to an end.
 - The seniority list for call-in shall be updated quarterly, commencing July 1. Time accumulated in a current period shall not be reckoned until the next adjustment date. Within two (2) weeks of each adjustment date the Employer shall provide the Union a revised electronic copy of the call-in seniority list.
 - Casual employees hired after a seniority adjustment date shall be added to the list in the order that they were hired.
 - A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.
 - If a casual employee declines a shift or block of shifts for which they have indicated they are available on three (3) or more occasions during any sixty (60) day period, the casual employee will be deemed to have resigned from their employment with the Employer and may be removed from the casual seniority list.
- (b) If concerns arise over the call-in process, and in particular, the use of electronic communication, the parties will meet to discuss and resolve those concerns. Both parties agree the

call-in process should be both efficient, and provide eligible employees with a reasonable opportunity to claim available shifts.

- (c) Where the available block of shifts is anticipated to be a duration of thirty (30) calendar days or more, but less than sixty (60) calendar days, the Employer will first offer the temporary vacancy to employees on the casual list on the basis of seniority without regard to their stipulated availability.

If the temporary vacancy is filled by a part-time employee, the temporary vacancy created by the move of that part-time employee will be filled by a casual employee.

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

Hours of Work

Article 10.03 shall not be applicable to casual employees or to casual shifts worked by regular part-time employees.

Wages

Casual employees shall be paid in accordance with the wage schedule. No current casual employee will have their wage reduced as a result of this Article.

Benefits

Casual employees are not entitled to benefits, other than as specifically provided herein.

- **Temporary Postings**

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

the Collective Agreement.

Vacation Pay

Casual employees will be entitled to vacation pay at the rate of six percent (6%) of gross pay to be paid each payday.

Paid and Unpaid Leave

Casual employees are not entitled to paid or unpaid leaves.

Layoff and Recall

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

Article 19 (Layoff and Recall) shall not be applicable to casual employees.

ARTICLE 32 – NO DISCRIMINATION

32.01 No Discrimination

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

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

32.02 Harassment

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

32.03 Complaints Investigation

Employees who complain of harassment under the provisions of the *Human Rights Code* shall be encouraged, but not required, to first comply with the Employer's harassment policy procedures before filing a grievance or human rights complaint.

32.04 The Employer, the employees and the Union agree that where there is a complaint under 32.01 or 32.02 above that could be adequately remedied in a single forum, no multiple forum complaints shall be filed.

ARTICLE 33 – EVALUATIONS

33.01 Evaluation Reports

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

33.02 Employee Rebuttals

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

ARTICLE 34 – MISCELLANEOUS

34.01 Badges and Insignia

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

34.02 Legal Picket Lines

Refusal to cross a picket line that is legally established pursuant to the BC *Labour Relations Code* shall not constitute cause for discipline or dismissal. An employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

ARTICLE 35 – CONTRACTING OUT

35.01 Layoff of Employees

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

35.02 Exceptions

The Employer has the right to contract for services when:

- (a) The Employer does not have the equipment or facilities necessary to provide the required service, or
- (b) The Employer does not have employees who perform such work or are qualified in such work, or
- (c) An emergency exists.

ARTICLE 36 – WORKLOAD

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

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

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

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

ARTICLE 37 – VOLUNTEERS

- (a) It is agreed that Volunteers have a role in this retirement community and are an important link to the residents being served. It is understood that members of the immediate family of residents shall not be considered Volunteers for the purposes of this Article.
- (b) It is further agreed that Volunteers engaged by the Employer will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers engaged by the Employer will not result in the lay-off or reduction of hours of employees in the bargaining unit; nor will Volunteers engaged by the Employer be used to fill established positions within the bargaining unit.

ARTICLE 38 – EFFECTIVE DATE OF RATIFICATION

Unless specified otherwise, all provisions of this Agreement are effective July 1, 2023 up to and including June 30, 2026. The parties agree to exclude the operation of the provisions of Sections 50(2) and (3) of the *Labour Relations Code*.

ARTICLE 39 – RRSP PLAN

- (a) The Employer agrees to establish and administer a voluntary group Registered Retirement Savings Plan, commencing January 1, 2025.
- (b) Regular employees who have held a regular position for at least one (1) year may enroll in the plan and make contributions on regular earnings through payroll deduction to the group RRSP Plan. Participation in the Plan is voluntary.
- (c) The Employe will match contributions made by regular employees to the group RRSP Plan up to one percent (1%) of the regular earnings of the employee per calendar year.
- (d) Employee will be permitted to access or transfer their entitlement under the group RRSP Plan upon their resignation or retirement from employment with the Employer, or during the course of their employment as permitted by the group RRSP Plan.

**SCHEDULE “A”
Wage Schedule**

Position	Steps	Current Wage
Care Aide	Start in the Position	\$19.95
	1,950 Hours in the Position	\$20.65
	3,900 Hours in the Position	\$21.25
Care Aide Coordinator	Start in the Position	\$22.45
	1,950 Hours in the Position	\$23.85
Recreation Aide	Start in the Position	\$21.25
	1,950 Hours in the Position	\$21.75
	3,900 Hours in the Position	\$22.75
Recreation Coordinator	Start in the Position	\$23.75
	1,950 Hours in the Position	\$24.75

Those designated as Team Leads receive a premium of \$1/hour while working as a Team Lead.

No employee will receive a wage decrease as a result of this Schedule.

Retroactive wage increases will only be paid to those employed on date of ratification, or those who retired during the applicable year.

LETTER OF UNDERSTANDING #1

BETWEEN

**PRO VITA CARE MANAGEMENT INC.
KIWANIS CARE CENTRE**

AND

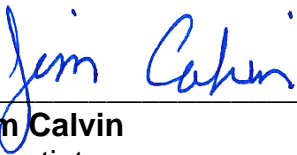
HOSPITAL EMPLOYEES' UNION

Re: MSP Premiums

Prior to the elimination of MSP premiums and the implementation of the Employer Health Tax, Pro Vita paid 30% of the MSP premium for benefit eligible employees, their spouse and eligible dependents.


If during the term of this Collective Agreement the Employer Health Tax is eliminated and MSP premiums are reintroduced, Pro Vita will again contribute 30% toward the MSP premium.

**SIGNED FOR THE
UNION:**



Jim Calvin
Negotiator

**SIGNED FOR THE
EMPLOYER:**



Grady Tyler
Chief Spokesperson

May 23, 2024

Date Signed

May 23, 2024

Date Signed

LETTER OF UNDERSTANDING #2

BETWEEN

**PRO VITA CARE MANAGEMENT INC.
KIWANIS CARE CENTRE**

AND

HOSPITAL EMPLOYEES' UNION

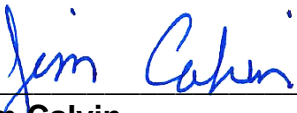
Re: Wage Rates

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

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


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

**SIGNED FOR THE
UNION:**



Jim Calvin
Negotiator

**SIGNED FOR THE
EMPLOYER:**



Grady Tyler
Chief Spokesperson

May 23, 2024

Date Signed

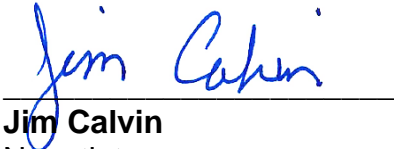
May 23, 2024

Date Signed

**SIGNED ON BEHALF OF
THE UNION:**



Bill Pegler
Coordinator of Private Sector
& Special Projects



Jim Calvin
Negotiator



Monika Hajduk-Slusarczyk
Bargaining Committee Member

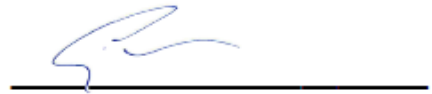


Natasha Sealana
Bargaining Committee Member

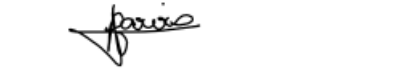
May 23, 2024

Date Signed

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Grady Tyler
Chief Spokesperson



Rebecca Jarvis
Director of Human Resources
and Benefits

May 23, 2024

Date Signed