

COLLECTIVE AGREEMENT
BETWEEN
THE ROYALE LP
ASTORIA RETIREMENT RESIDENCE
(the “Employer”)

And

THE HOSPITAL EMPLOYEES’ UNION
(the “Union”)



April 14, 2023 – April 13, 2026

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ARTICLE 1 - PURPOSE OF THE AGREEMENT..... 1

ARTICLE 2 - RECOGNITION OF THE UNION 1

2.01 SOLE BARGAINING AGENCY 1

2.02 UNION SHOP 1

2.03 UNION CHECK-OFF 2

2.04 INDUCTION..... 3

2.05 SHOP STEWARDS 3

2.06 BADGES AND INSIGNIA..... 4

2.07 BULLETIN BOARDS 4

2.08 NOTICE OF UNION REPRESENTATIVE VISITS..... 4

ARTICLE 3 - DISCRIMINATION 4

3.01 NO DISCRIMINATION 4

3.02 PROCEDURE FOR FILING COMPLAINTS 5

ARTICLE 4 - MANAGEMENT RIGHTS..... 5

ARTICLE 5 - LEGAL PICKET LINE 6

ARTICLE 6 - DISCUSSION OF DIFFERENCES 6

6.01 LABOUR MANAGEMENT COMMITTEE 6

ARTICLE 7 - GRIEVANCE PROCEDURE 7

7.01 UNION REPRESENTATION 7

7.02 GRIEVANCE INVESTIGATIONS 7

7.03 RIGHT TO GRIEVE DISCIPLINARY ACTION..... 8

7.04 EVALUATION REPORTS 8

7.05 PERSONNEL FILE 9

7.06 GRIEVANCE PROCEDURE 9

7.07 DISMISSAL/SUSPENSION FOR ALLEGED CAUSE..... 10

7.08 TIME LIMITS 11

7.09 INDUSTRY TROUBLESHOOTER 11

7.10 EXPEDITED ARBITRATIONS 11

ARTICLE 8 - ARBITRATION..... 12

8.01 COMPOSITION OF BOARD..... 12

8.02 AUTHORITY OF ARBITRATION BOARD..... 13

8.03 EMPLOYEE CALLED AS A WITNESS 14

8.04 EXPENSES OF ARBITRATION BOARD 14

ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS 14

9.01 REGULAR FULL-TIME EMPLOYEES 14

9.02 REGULAR PART-TIME EMPLOYEES..... 14

9.03	CASUAL EMPLOYEES.....	15
9.04	RESTRICTION OF EMPLOYEE STATUS	15
ARTICLE 10 - PROBATIONARY PERIOD		15
ARTICLE 11 - JOB POSTING.....		15
11.05	PLANNED VACANCIES	16
11.06	UNPLANNED VACANCIES	17
ARTICLE 12 - SENIORITY		17
12.01	SELECTION CRITERIA.....	17
12.02	QUALIFYING PERIOD.....	18
12.03	TEMPORARY PROMOTION OR TRANSFER	18
12.04	SENIORITY LISTS.....	18
ARTICLE 13 - JOB DESCRIPTIONS		19
ARTICLE 14 - NEW AND CHANGED POSITIONS		19
ARTICLE 15 - PREMIUMS.....		20
ARTICLE 16 - ADJUSTMENT PLAN		20
ARTICLE 17 - REDUCTION IN WORK FORCE		21
17.01	TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES.....	21
17.02	DEFINITION OF DISPLACEMENT.....	21
17.03	BUMPING.....	21
17.04	TECHNOLOGICAL DISPLACEMENT	22
17.06	THE EMPLOYER SHALL GIVE REGULAR EMPLOYEES NOTICE OF LAYOFF, OR PAY IN LIEU OF NOTICE, OF:.....	22
ARTICLE 18 - SCHEDULING PROVISIONS.....		23
ARTICLE 19 - HOURS OF WORK		24
19.01	CONTINUOUS OPERATION	24
19.02	HOURS OF WORK	24
19.03	REST AND MEAL PERIODS.....	24
ARTICLE 20 - OVERTIME		25
20.01	OVERTIME COMPENSATION	25
20.02	RIGHT TO REFUSE OVERTIME	25
20.03	OVERTIME FOR PART-TIME EMPLOYEES.....	26
20.04	REST INTERVAL.....	26
20.05	AUTHORIZATION AND APPLICATION OF OVERTIME	26
20.06	EMPLOYEES IN TEMPORARY POSTED POSITIONS.....	26
ARTICLE 21 - CALL-BACK		27

21.01	EMPLOYEES CALLED BACK TO WORK	27
21.02	EMPLOYEE ON CALL.....	27
ARTICLE 22 - CALL-IN - STATUTORY REQUIREMENTS.....		27
ARTICLE 23 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS		27
ARTICLE 24 - TRANSPORTATION		27
ARTICLE 25 - STATUTORY HOLIDAY.....		28
25.01	STATUTORY HOLIDAYS	28
ARTICLE 26 - VACATIONS		29
26.03	SPLITTING OF VACATION PERIODS	30
26.04	VACATION PAY.....	30
26.05	VACATIONS CARRY OVER	30
26.06	REINSTATEMENT OF VACATION DAYS - SICK LEAVE	30
26.07	CALL BACK FROM VACATION	31
ARTICLE 27 - BEREAVEMENT LEAVE		31
ARTICLE 28 - FAMILY RESPONSIBILITY LEAVE		35
ARTICLE 29 - SICK LEAVE		36
ARTICLE 30 - JURY DUTY		37
ARTICLE 31 - LEAVE - UNPAID		38
31.01	UNPAID LEAVE	38
31.02	UNPAID LEAVE - AFTER THREE YEARS	38
31.03	UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS	38
31.04	UNPAID LEAVE - UNION BUSINESS	39
ARTICLE 32 - MATERNITY LEAVE		41
32.01	MATERNITY LEAVE.....	41
32.02	PARENTAL LEAVE FOR BIRTH AND ADOPTING PARENTS	41
ARTICLE 33 - PERSONAL AND EMPLOYER PROPERTY		43
ARTICLE 34 - VACCINATION AND INOCULATION		43
ARTICLE 35 - OCCUPATIONAL HEALTH AND SAFETY.....		44
35.01	OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	44
35.02	TRAINING AND ORIENTATION	46
35.03	EDUCATIONAL LEAVE	46
35.04	RIGHT TO REFUSE UNSAFE WORK	46
35.05	PROTECTIVE CLOTHING AND EQUIPMENT	46
35.06	WORKSAFEBC	47

35.07	AGGRESSIVE RESIDENTS	47
35.08	CRITICAL INCIDENT STRESS DEFUSING	47
35.09	WORKING ALONE OR IN ISOLATION	48
35.10	VIOLENCE IN THE WORKPLACE.....	48
35.11	RESPECTFUL WORKPLACE	49
35.12	COMMUNICABLE DISEASES	49
35.13	EMPLOYEE OBLIGATIONS.....	49
35.14	SHORT STAFFING.....	49
ARTICLE 36 - HEALTH CARE PLANS		50
ARTICLE 37 - PAY DAYS		51
ARTICLE 38 - CONTRACTING OUT		51
38.01	NO LAYOFF OF EMPLOYEES.....	51
ARTICLE 39 - PRINTING OF THE AGREEMENT		51
ARTICLE 40 - EFFECTIVE AND TERMINATING DATES		51
ARTICLE 41 - SAVINGS CLAUSE.....		52
ARTICLE 42 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE		52
42.04	ELECTRONIC CALL-OUT	52
42.06	SENIORITY LIST	53
42.07	CALL IN PROCEDURE	54
42.14	APPLICATION OF AGREEMENT	55
ARTICLE 43 - CRIMINAL RECORDS CHECKS		56
ARTICLE 44 - ELECTION DAY		56
ARTICLE 45 - REGISTERED RETIREMENT SAVINGS PLAN (RRSP).....		56
APPENDIX		59
RE:	WAGE SCHEDULE.....	59
MEMORANDUM OF UNDERSTANDING		60
RE:	FORTY (40) HOUR WORK WEEK	60
DEFINITIONS.....		62

ARTICLE 1 - PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees covered and to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the Bargaining Unit.

1.02 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 - 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

Bargaining unit employees will, as a condition of employment, become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment. Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

Where the Employer has knowledge of an employee failing to

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

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

- Article 7.06 - Grievance Procedure
- Article 7.07 - Dismissal/Suspension for Alleged Cause

2.03 Union Check-Off

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

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

At the same time, the Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employment 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.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 2.02.

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

Twice every calendar year (January 1 and July 1) the Employer shall provide to both the Secretary-Treasurer of the Local and the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, and addresses and their telephone numbers known to the Employer including home email, address, shift and date of hire. Such information shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org and will be provided in an agreed upon fashion.

2.04 Induction

The Employer shall provide a copy of this Agreement to newly hired employees within the orientation period of employment and shall introduce newly hired employees to a Union Shop Steward in the workplace. The Shop Steward will be given an opportunity, not to exceed thirty (30) minutes, to talk to the new employee(s) at the general orientation meetings. In the event a general orientation meeting is not scheduled within 60 days the shop steward will have the opportunity to meet with a new employee at a time agreed to by the Supervisor. The new employee and the Shop Steward will not have wages or benefits deducted during this time.

2.05 Shop Stewards

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

- (a) A maximum of five (5) designated shop stewards may be appointed by the Union.
- (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) Shop Stewards or Union Committee members must request approval from their supervisor prior to conducting Union business and must notify their supervisor when returning from Union business. Permission shall not be unreasonably withheld.

2.06 Badges and Insignia

Employees are permitted to wear Union pins or Shop Steward badges.

2.07 Bulletin Boards

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

2.08 Notice of Union Representative Visits

The Union shall inform the Employer in advance when the Secretary-Business Manager, or his/her designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits shall not interfere with the Employer's operation.

The Union may request to use a meeting room onsite for meetings of the local at a mutually agreeable time, date, and place, provided notice is given to the Employer. Such requests shall not be unreasonably denied.

ARTICLE 3 - DISCRIMINATION

3.01 No Discrimination

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

3.02 Procedure for Filing Complaints

- (a) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment.
- (b) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the Union to the Employer designate.
- (c) The Employer shall deal with the complaint with all possible confidentiality and discretion and, if substantiated, take action appropriate to the offence.
- (d) Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated and indicate what action, if any, was taken.
- (e) Unresolved complaints of harassment may be initiated by the employee as a grievance at any step of the grievance procedure.
- (f) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01

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

- (a) To hire employees and to direct the working forces, including the right to decide the number of employees needed by the employer or required for any task, to organize and assign the

work, to schedule shifts, to maintain order, discipline and efficiency of all operations.

- (b) To discipline or discharge employees for proper cause.
- (c) The Union agrees 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 - 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 6 - DISCUSSION OF DIFFERENCES

6.01 Labour Management Committee

A Labour Management Committee shall be established, consisting of two (2) employees chosen according to the Union's practice and the Secretary-Business Manager of the Union or his/her designate and two (2) representatives of the Employer. The Union shall appoint one (1) alternate representative. On the written request of any of its member(s), the Labour Management Committee shall meet at least every three (3) months, or as mutually agreed, during the term of this Agreement, to discuss issues, including workload relating to the workplace that affect the Parties or any employee bound by this Agreement. The purpose of the Labour Management Committee is to promote the cooperative resolution of the workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity. Employees shall receive their basic rate of pay for time spent in attendance at the Labour Management Committee, including any time spent in preparation meetings as determined by the Union. To assist with the discussion of any outstanding grievances and to comply with the intent of the Grievance Procedure and meet the timeliness as outlined in Article 7, a grievance meeting shall be

scheduled on the same day as the Labour Management Committee meeting.

Time spent in the grievance meeting shall be paid straight-time wages.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Union Representation

Shop Stewards or Union Committee members shall be permitted to represent an employee's interests, without loss of pay, when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work, subject to Article 2.05.

7.02 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 shall be given reasonable time off without loss of pay for this purpose when the discussion takes place during their hours of work, subject to Article 2.05.

No meeting shall take place between the Employer and an employee, where disciplinary action is to be taken or where the Employer is investigating whether disciplinary action should be taken, without the Employer specifically advising the employee that he/she has the right to representation by a Shop Steward. Where the Employer fails to so advise the employee, any disciplinary action taken with respect to such meeting shall be rendered null and void.

An employee shall be given twenty-four (24) hours advance notice, the nature of the complaint and, the right to choose their steward for all of the above meetings.

7.03 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 his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

Official evaluation reports or discipline related to resident abuse shall remain as a permanent document on the Employees file. Upon the employee's request, any other documents shall be removed from the employee's file after the expiration of eighteen (18) months, or twenty-four (24) months for discipline related to bullying and harassment, and serious safety infractions, from the date it was issued provided there have not been any further infractions.

While a letter of expectation is non-disciplinary, it may not be relied upon as discipline. The Employer will remove a letter of expectation from an employees' personnel files, after eighteen (18) months have expired from the date such document was placed in the employees personnel file.

7.04 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. 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. 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.

7.05 Personnel File

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

The employee or the Secretary-Business Manager of the Union (or a designated representative), as the case may be, shall give the Employer ten (10) calendar days' written notice prior to examining the file.

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

7.06 Grievance Procedure

Grievances

A grievance is defined as any difference between the parties arising out of the interpretation and/or the application of this Agreement, including but not limited to; any questions as to whether a matter is arbitrable, or; any difference concerning the dismissal, discipline, suspension, or adverse performance appraisal or report. A general grievance is defined as one which affects the collective interests of the bargaining unit, rather than the interests of a particular grievor.

Grievances shall be processed in the following manner:

Step One (1):

The employee with or without a Shop Steward (at the employee's option), shall first discuss the grievance with the Manager or

his/her designate within seven (7) calendar days after the date on which he/she became aware of the action or circumstances giving rise to the grievance. If the grievance is not settled at this step then;

Step Two (2):

The grievance shall be reduced to writing and signed by the employee and a Shop Steward and shall be presented to the Manager or his/her designate by a Shop Steward who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the Manager or his/her designate shall give his/her written reply. If the grievance is not settled at this step, then;

Step Three (3):

The Union Committee and representatives appointed by the Employer shall meet within twenty-one (21) days or at another 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 under Article 8 within thirty - (30) days. The Employer agrees that their representatives at the Step Three (3) meeting have the authority to resolve grievances.

7.07 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. Within five (5) calendar days of the meeting regarding the suspension or termination, the Employer will forward to the Union staff representative, a copy of any such letter.

Employees shall not be dismissed or suspended except for just and reasonable cause.

7.08 Time Limits

The time limits prescribed in the grievance and arbitration procedures may be extended by mutual agreement of the parties. Requests for time limit extensions shall not be unreasonably denied by either party. If the timelines in the grievance procedure are not adhered to, the grievance will be considered abandoned, but neither party will be deemed to have prejudiced its position on any future grievance.

7.09 Industry Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

List of Arbitrators:

- Chris Sullivan
- Irene Holden
- Joan Gordon
- Mark Atkinson
- Vince Ready

or a substitute agreed to by the parties, shall:

- 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.

The parties shall jointly bear the cost of the Troubleshooter.

7.10 Expedited Arbitrations

(a) Grievances for expedited arbitration shall be scheduled to be

- heard on a date and at a location mutually agreed by the parties.
- (b) As the process is intended to be non-legal, lawyers will not be used to represent either party. 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.
- (c) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (d) 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.
- (e) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (f) The expedited arbitrators, who shall act as sole arbitrators, shall be:
- Chris Sullivan
 - Irene Holden
 - Joan Gordon
 - Mark Atkinson
 - Vince Ready
- or a substitute agreed to by the parties.
- (g) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 8.
- (h) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

ARTICLE 8 - ARBITRATION

8.01 Composition of Board

Should the parties fail to settle any grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute,

including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of one (1) member. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

List of Arbitrators:

- Chris Sullivan
- Irene Holden
- Joan Gordon
- Mark Atkinson
- Vince Ready

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, unless otherwise mutually agreed to by the parties.

Agreement must be reached within thirty (30) days of the referral or rotational selection shall apply.

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

8.02 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated. This includes where an Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged. The Board may order his or her reinstatement with or without benefits or under such circumstances as he/she deems equitable in consideration of all the circumstances.

8.03 Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board 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.

On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

8.04 Expenses of Arbitration Board

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

8.05 The Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

8.06 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

8.07 The time limits in both the grievance and arbitration procedures are binding, but may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS

9.01 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 on an hourly basis, excluding overtime, and are entitled to all benefits outlined in this Collective Agreement.

9.02 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, excluding overtime, and

are entitled to all benefits as outlined in this Collective Agreement on a prorated basis.

9.03 Casual Employees

A casual employee is one who is scheduled to work as per Article 42. Casual employees accumulate seniority on an hourly basis, excluding overtime and are eligible for benefits as per Article 42.

9.04 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 7, Section 7.06 - Grievance Procedure.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 For the first 450 hours of continuous service with the Employer, an employee shall be a probationary employee. By written notification to the Union, the probationary period may be extended by an additional 160 hours provided written reasons are given. During the probationary period an employee may be terminated for general unsuitability, but the employee will have access to the grievance procedure.

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

ARTICLE 11 - JOB POSTING

11.01

(a) The Employer agrees post notice of all vacancies of ninety (90) days or more, describing the position, pay rate, hours of work, shift rotation, the anticipated date of commencement, a summary of the job description and the required qualifications for a period of seven (7) calendar days on designated bulletin

board, and online via the communication platform. A copy of all such postings shall be provided to the Secretary Business Manager or Union designate upon request. Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process.

- (b) Employees are limited to four posting changes in one year (January to December).
- (c) Article (b) above does not apply if the new posting results in an employee converting a temporary position into a regular one (casual to part-time/full-time or part-time to full-time), or is for a higher paid position.

11.02 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, or education leave and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

11.03 After the successful applicant is notified, the Employer will post the name of the successful applicant three (3) calendar days.

11.04 The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.

11.05 Planned Vacancies

- a) Planned vacancies, those in which the Employer has fourteen (14) or more days advanced notice, of one (1) to eighty-nine (89) days in length, will be offered, in order of seniority, to qualified regular employees who have indicated in writing their desire to work such a vacancy. The regular employee's work schedule maybe/will be adjusted to ensure there is no overtime costs to the Employer.

- b) Vacancies not filled under section (a) above, will be filled through the casual process outlined in Article 42.06.

11.06 Unplanned Vacancies

- a) Unplanned vacancies, those in which the Employer has less than fourteen (14) days advance notice, may be filled by a casual employee for the first fourteen (14) days.

A vacancy and/or block of work will end with the return of the incumbent.

- b) If a vacancy is extended beyond the original request, example WCB, sick leave, each subsequent extension will constitute a new request. When the vacancy has existed for 60 days it will be posted as per 11.01.
- c) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy shall be considered unavailable for such temporary vacancy.
- d) A part-time employee who has accepted a temporary vacancy referred to which conflicts with a casual assignment shall be considered unavailable for such casual assignment.

ARTICLE 12 - SENIORITY

12.01 Selection Criteria

In the promotion, transfer or voluntary demotion of employees, consideration will be given to efficiency, required qualifications, skills, work performance, and abilities. If two or more applicants are considered relatively equal, seniority shall be the deciding factor.

The application of seniority in the selection process will be based on the employee's seniority hours as of the most recent posted seniority report.

12.02 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 his/her new job for a period of 450 hours.

In no instance during the qualifying period shall such an employee lose seniority or benefits. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned 450 hour period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job and pay rate 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 his/her former job and pay rate without loss of seniority and accrued benefits.

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 benefits on the same basis as outlined in paragraph (2) of this Section.

12.03 Temporary Promotion or Transfer

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

12.04 Seniority Lists

Seniority lists shall be reviewed and posted every (3) three months. Such seniority lists shall be subject to correction for error on proper representation by the Union, within one (1) month of the Union's receipt of the seniority lists. Upon request, the Employer agrees to make available to the Union the seniority of any

employees covered by this Agreement.

12.05 The Employer shall supply the Union with a seniority list by department in January, April, July and October of each year, showing employees' names alphabetically and their seniority hours and start dates. Up-to-date information of any interim seniority changes will be available to the Chief Shop Steward upon request.

12.06 Seniority status, once acquired will be lost only for the following reasons:

- a) Voluntary resignation;
- b) Discharge for cause;
- c) Layoff in excess of six (6) months;
- d) Unauthorized leave of absence (AWOL) for 2 days without an acceptable reason;
 - An employee will be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.
- e) Failure to return to work from recall.

ARTICLE 13 - JOB DESCRIPTIONS

- (a) The Employer shall draw up job descriptions for all jobs and classifications in the Bargaining Unit.
- (b) Each employee shall be provided with a copy of the job description for his/her position.

ARTICLE 14 - NEW AND CHANGED POSITIONS

In the event the Employer establishes a new classification or significantly changes an existing job, the Employer will set the rate for the job and notify the Union and provide a copy of the job description to the Union. The rate will be considered agreed upon, unless the Union objects to the rate, in writing, within thirty (30) calendar days following notification. The rate will then be subject to negotiation by the Parties. If the Parties are unable to resolve

the rate by negotiation, the matter may be referred to expedited arbitration.

ARTICLE 15 - PREMIUMS

15.01 Effective two (2) pay periods from the date of ratification, an employee shall be paid a shift premium for every evening and night shift when one-half or more than one-half of the hours worked fall within the defined evening or night shift. In such cases the shift premium shall be paid for the total number of hours worked. The evening shift shall be \$0.15 cents per hour. The night shift shall be \$0.25 cents per hour.

- The night shift shall be defined as any shift in which the majority of hours occur between 11:00 p.m. and 7:00 a.m.
- The evening shift shall be defined as any shift in which the majority of hours occur between 3:00 p.m. and 11:00 p.m.

15.02 When a manager is not onsite, and the Employer requires an employee to perform an in-charge role, a premium of \$1 per hour shall be paid.

- (a) In-charge employees shall be appointed by the Employer by seniority, but an employee must agree before being assigned the in-charge responsibilities.
- (b) The in-charge premium shall be in addition to any shift premium but not be included in the calculation of overtime or any benefit coverage or costs.

ARTICLE 16 - ADJUSTMENT PLAN

The parties acknowledge Section 54 of the *Labour Relations Code*. The Employer and the Union shall meet within twenty-one (21) days of the date of any notice pursuant to Section 54 and shall make every reasonable effort to reach agreement.

ARTICLE 17 - REDUCTION IN WORK FORCE

17.01 Technological, Automation and Other Changes

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 in the long-term health care field.

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.

17.02 Definition of Displacement

Any employee classified as a regular employee shall be considered displaced by technological change when his/her 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 assisted living facility in which he/she is employed.

17.03 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 affect 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. Bumping rights must be exercised within twenty-eight (28) days of notification of displacement.

If an employee who transfers to a job under this clause leaves the position pursuant to the qualifying period or successfully posts into another position, then the former employee shall have the right to return to the position, if desired, without posting.

A transfer shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee

in excess of five percent (5%) of his/her existing pay rate.

17.04 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 17.

17.05 In the event of a reduction in the work force, regular employees shall be laid off, by classification, in reverse order of seniority.

17.06 The Employer shall give regular employees notice of layoff, or pay in lieu of notice, of:

After 3 consecutive months of employment	1 week
After 12 consecutive months of employment	2 weeks
After 3 consecutive years of employment	3 weeks
After 4 consecutive years of employment	4 weeks
After 5 consecutive years of employment	5 weeks
After 6 consecutive years of employment	6 weeks
After 7 consecutive years of employment	7 weeks
After 8 consecutive years of employment	8 weeks

17.07 A copy of layoff notices and an updated seniority list shall be given to the Local Union designate. A steward shall be involved in all meetings regarding a layoff unless it results in unreasonable delay in excess of fourteen days.

17.08 Employees on lay off shall be recalled to their former classification in order of seniority. Employees will be notified of recall by registered mail or its equivalent and must report for work within seven (7) calendar days of receiving notification.

17.09 Notice of lay-off shall not apply to probationary employees or where the Employer can establish that the lay-off results from

an act of God, fire or flood.

17.10 Laid off regular employees shall retain their seniority and prerequisite accumulated up to the time of layoff for a period of 6 months.

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

ARTICLE 18 - SCHEDULING PROVISIONS

18.01

- (a) (i) The Employer shall arrange all shift schedules and post them at least fourteen (14) calendar days in advance of their effective date.
- (ii) The Employer may alter the shift schedule with less than fourteen (14) days' notice in cases of emergency, circumstances beyond the Employer's control, or with the agreement of the employee. Notice of the alteration shall be confirmed in writing to the affected employee before it takes place.
- (b) For regular full-time employees, there shall be a minimum of ten (10) consecutive hours off-duty between the completion of one scheduled work shift and the commencement of the next, unless otherwise mutually agreed between the employee and the supervisor.
- (c) Employees may exchange shifts with the approval of the Employer, provided that, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.
- (d) Split shifts shall be worked only by the written approval of the employee affected.

ARTICLE 19 - HOURS OF WORK

19.01 Continuous Operation

The workweek shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

The work week shall run Sunday to Saturday.

19.02 Hours of Work

- (a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal periods, shall average up to 37.5 hours per week, and up to 7.5 hours per day, on a straight-time basis.
- (b) Employees who are required to be on call during a meal period or who are required to remain in the facility shall have their meal period included within their scheduled shift.

19.03 Rest and Meal Periods

Hours Worked	15 Minute Rest Periods	30 Minute Unpaid Meal periods
4 hours or more	1	0
5 hours or more	1	1
7.5 hours or more	2	1
10 hours or more	2	2
11 hours or more	3	2

The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

An employee who works three (3) hours of overtime immediately before or following his/her scheduled hours of work shall be provided with a meal by the Employer, at no cost to the employee.

19.04

- (a) Employees will not be scheduled to work more than five (5) days in a work week, without receiving two consecutive days

off, otherwise will be paid overtime in accordance with Article 20.01 – Overtime Compensation.

- (b) Notwithstanding (a) above, employees may request, to work up to six days in a week so as to pick up additional straight time hours up to a maximum of thirty-seven-point-five (37.5) hours per week. The Employer will not be required to substitute an additional day off in exchange.

ARTICLE 20 - OVERTIME

Definitions:

- Straight-time – means the hourly rate of remuneration.
- Time-and-one-half – means one-and-one-half times ($1\frac{1}{2}x$) the straight-time rate.
- Double-time – means two times ($2x$) the straight-time rate.
- Day – means a twenty-four (24) hour period starting at 12:00 a.m.

20.01 Overtime Compensation

- (a) Employees requested or required to work in excess of the normal daily full shift hours as outlined in Article 19.02 shall be paid:
- The rate of time-and-one-half ($1\frac{1}{2}x$) of their basic hourly rate of pay for the first (1st) four (4) hours, and double-time ($2x$) thereafter;
- (b) Employees requested or required to work on their scheduled off-duty days, except as outlined in 19.04(b), shall be paid:
- The rate of time-and-one-half ($1\frac{1}{2}x$) of their basic hourly rate of pay for all hours worked on a scheduled day off, but shall not have the day off rescheduled.
- (c) Double-time ($2x$) will be paid after 12 hours in a day.
- (d) Overtime pay shall be paid on the regular pay cycle.

20.02 Right to Refuse Overtime

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations.

20.03 Overtime for Part-time Employees

A regular part-time employee working less than the 37.5 hours per week and who is requested or required to work other than his/her regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including 37.5 hours. Overtime rates shall apply to hours worked in excess of the normal workday of a full-time employee.

20.04 Rest Interval

An employee required or requested to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to the hours by which the time off fell short of eight (8) clear hours.

20.05 Authorization and Application of Overtime

An employee who is required or requested to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the General Manager/Designate.

20.06 Employees in Temporary Posted Positions

The employee status does not change.

Part-Time employee in Temporary Full-Time Posted Position:

- Remains at part-time status.
- Will be called for work as per Article 42.
- Will not be called for work in addition to the Temporary Full-Time work schedule – considered to be working Full-Time hours for the duration of the temporary posting and any additional hours of work would be at overtime rates of pay.

Full-Time employee in Temporary Part-Time Posted Position:

- Remains at full-time status.
- Will be called for work as per Article 42.

ARTICLE 21 - CALL-BACK

21.01 Employees Called Back to Work

Employees called back to work shall be paid in accordance with Article 20.01.

21.02 Employee on Call

An employee required to be on call shall be provided with an Employer paid cell phone. The employee will be paid \$1.50 per hour of on call service.

ARTICLE 22 - CALL-IN - STATUTORY REQUIREMENTS

Any employee, except those covered by Article 21.01, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with the minimum being four (4) hours' pay at his/her regular rate of pay, provided the employee was fit for work.

If the work is suspended for reasons completely beyond the Employer's control, including unsuitable weather conditions, a minimum of two (2) hours' pay at his/her regular rate of pay will apply.

ARTICLE 23 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

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

23.02 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 24 - TRANSPORTATION

Employees will not be required to utilize their personal vehicles on

behalf of the Employer.

ARTICLE 25 - STATUTORY HOLIDAY

25.01 Statutory Holidays

All regular 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	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

25.02 Regular employees shall bank 5.2% of straight-time earnings on each pay cheque, in lieu of statutory holiday pay. With four (4) weeks' notice, regular employees may request paid time off at a mutually agreeable time, drawing from their bank. As operationally possible, team members are requested to use their banked day(s) within 30 days of earning. The bank will be paid out on the first pay day in December.

Regular employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half.

25.03 A casual employee will be eligible for statutory holiday pay if they have been employed by the Company for a minimum of 30 calendar days preceding the statutory holiday. Casual employees shall be paid five-point-two percent (5.2%) of straight-time pay on each cheque in lieu of the thirteen (13) statutory holidays.

Casual employees who are scheduled to work on a statutory holiday shall be paid at the rate of time-and-one-half.

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

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

ARTICLE 26 - VACATIONS

26.01

- Regular employees with one (1) or more years of continuous service shall earn vacation of 4% of straight-time earnings for the previous July 1st to June 30th period.
- Regular employees with 3 years of completed service shall earn 6% of straight-time earnings for the previous July 1st to June 30th period.
- Regular employees with 5 years of completed service shall earn 8% of straight-time earnings for the previous July 1st to June 30th period.
- Regular employees with 10 years of completed service shall earn 10% of straight-time earnings for the previous July 1st to June 30th period.

Vacation requests will be submitted, in writing, to their manager (or as per Employers direction), by April 30 for the upcoming vacation year. All vacation requests will be responded to within 30 days. All approved vacation will then be posted and only changed by mutual agreement.

Choice of vacation period shall be based on seniority but shall be determined by the Employer having due regard to the proper operation of the home.

Single day vacation requests will not be considered, if such requests interfere with the granting of weekly vacation entitlements.

Vacation requests made after the preference date shall be considered by the Employer or designate having due regard to proper operations on a first come first served basis, not on the basis of seniority.

26.02 Casual employees shall earn vacation at 4% of straight-time earnings, payable on each cheque. Employees shall not take vacation until they have completed probation and have earned the requested vacation.

26.03 Splitting of Vacation Periods

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.

26.04 Vacation Pay

Vacation pay shall be paid in accordance with Article 37 – Pay Days.

26.05 Vacations Carry Over

Employees shall automatically carry over vacation days from one vacation year to the next. The carried over vacation must be taken between July 1 and September 30. If not taken by September 30, the vacation shall be automatically paid out. The Employer will itemize the carry over on the pay stubs.

26.06 Reinstatement of Vacation Days - Sick Leave

In the event an employee is incapacitated due to sickness or injury prior to or during his/her vacation, such employee shall be granted sick leave pursuant to Article 29 and if mutually agreed, the

displaced vacation shall be added to the vacation period. If the parties do not agree the displaced vacation shall be reinstated for use at a later date.

26.07 Call Back from 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 times (2x) the applicable rate of pay for all hours worked and shall receive the vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

ARTICLE 27 - BEREAVEMENT LEAVE

Bereavement leave of absence of up to five (5) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse*, child, step-child, brother, sister, step-brother, step-sister, brother in-law, sister in-law, father-in-law, mother-in-law, son in-law, daughter in-law, grandparent, grandchild, legal guardian, ward, miscarriage/still born birth, and any relative permanently residing in the employee's household or with whom the employee permanently resides. An additional two (2) workdays without pay may be granted to employees who are required to travel in order to attend the funeral.

* Spouse shall include common-law and/or same sex relationships.

The Employer reserves the right to request and receive reasonable evidence of the need for each leave under this section.

Compassionate Care Leave

An employee may request this leave in accordance with the provisions and terms of the BC *Employment Standards Act*, as

amended from time to time. An employee who is entitled to Compassionate Care Leave is entitled to a leave of absence without pay for the purpose of providing care or support to a gravely ill family member at risk of dying within the specified period.

Notwithstanding Article 12.06 - Loss of Seniority, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 36 - Health Care Plans.

An employee granted leave under this section shall be entitled to benefits. For the balance of the leave taken pursuant to this section the service of an employee shall be considered continuous for the purpose of any medical or other plan beneficial to the employee, and the employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

A. Canadian Armed Forces Reservist Leave

Regular employees who are deployed into active service with the Canadian Armed Forces, shall be granted a leave of absence without pay in accordance with the BC *Employment Standards Act*, as amended from time to time. If the employee is deployed during a declared state of emergency a leave of absence without pay must be granted. An employee has the option to use banked time to cover their unpaid leave of absence.

An employee granted leave under this section shall be entitled to benefits. For the balance of the leave taken pursuant to this section the service of an employee shall be considered continuous for the purpose of any medical or other plan beneficial to the employee, and the employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

B. Emergency Responder Leave

Employees who are volunteer firefighters, auxiliary/reserve police, or a member of a local search and rescue organization,

who are deployed on an emergency basis by the appropriate authority, may request a leave of absence without pay for the duration of said deployment. An employee has the option to use banked time to cover their unpaid leave of absence. In all circumstances the leave will only be granted following the employee's current shift. Such requests for leave will not be unreasonably withheld.

An employee granted leave under this section shall be entitled to benefits. For the balance of the leave taken pursuant to this section the service of an employee shall be considered continuous for the purpose of any medical or other plan beneficial to the employee, and the employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

C. Domestic and Sexual Violence Leave

An employee may request leave in accordance with and under the terms of the Domestic Violence provisions of the BC *Employment Standards Act*, as amended from time to time. If an employee requests leave under this section, the employee is entitled during each calendar year to:

- a) Up to 5 days of paid leave,
- b) Up to 5 days of unpaid leave,
- c) Up to 15 weeks of additional unpaid leave

An employee granted leave under this section shall be entitled to benefits. For the balance of the leave taken pursuant to this section the service of an employee shall be considered continuous for the purpose of any medical or other plan beneficial to the employee, and the employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

D. Critical Illness or Injury Leave

An employee may request this leave in accordance with the provisions and terms of the BC *Employment Standards Act*, as

amended from time-to-time. An employee is entitled to unpaid leave to provide care or support to a family member.

- (a) up to 36 weeks of unpaid leave to provide care or support to a family member who is under 19 years of age at the start of the leave;
- (b) up to 16 weeks of unpaid leave to provide care or support to a family member who is 19 years of age or older.

An employee granted leave under this section shall be entitled to benefits. For the balance of the leave taken pursuant to this section the service of an employee shall be considered continuous for the purpose of any medical or other plan beneficial to the employee, and the employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

E. Leave Respecting the Disappearance of a Child

An employee may request this leave in accordance with the provisions and terms of the BC *Employment Standards Act*, as amended from time to time, in the event that their child under 19 years of age has gone missing and it is probable the child's disappearance is the result of a crime.

An employee granted leave under this section shall be entitled to benefits. For the balance of the leave taken pursuant to this section the service of an employee shall be considered continuous for the purpose of any medical or other plan beneficial to the employee, and the employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

F. Leave Respecting Death of Child

An employee may request this leave in accordance with the provisions and terms of the BC *Employment Standards Act*, as amended from time to time, whose child under 19 years of age dies.

An employee granted leave under this section shall be entitled to benefits. For the balance of the leave taken pursuant to this section the service of an employee shall be considered continuous for the purpose of any medical or other plan beneficial to the employee, and the employee shall continue to make payment to the plans in the same manner as if the employee was not absent.

G. Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition surgery will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either an unpaid leave of absence or Article 36 (B) Long-Term Disability depending on the employee's request and approval in accordance with the Long-Term Disability plan. The Union, the Employer and the employee will work together to tailor the general return to work plan to the employee's particular needs.

ARTICLE 28 - FAMILY RESPONSIBILITY LEAVE

An employee may request this leave in accordance with the provisions and terms of the BC *Employment Standards Act*, as amended from time to time. An employee is entitled to up to five (5) days of unpaid leave during each year to meet responsibilities related to:

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

An employee granted leave under this section shall be entitled to benefits. For the balance of the leave taken pursuant to this section the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employee shall continue to make payment

to the plans in the same manner as if the employee was not absent.

ARTICLE 29 - SICK LEAVE

29.01

- (a) All full-time and part-time employees who have worked for the Employer for a minimum of 90 days shall accrue paid sick leave hours at a rate of 4.8% of straight-time hours annually. Employees shall accrue from their first day of employment, however they cannot draw from their banks until they have passed probation. This represents the full entitlement, and is not in addition to BC Employment Standards entitlements.
- (b) Casual employees shall be entitled to the sick leave entitlements as outlined in the *BC Employment Standards Act*.
- (c) Paid sick leave banks shall accrue to a maximum of 175 hours. Sick leave shall be paid at 100% of the employee's regular wage.
- (d) An employee must apply for sick leave pay, in accordance with the Employer's procedures, to cover periods of actual time lost from working owing to sickness or accident. Sick leave pay shall be computed on the basis of regularly scheduled hours lost to illness.
- (e) Where it appears that an employee's sick leave utilization is excessive the employee may be required to submit additional medical documentation.

29.02 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, no later than 2 hours before the start of their scheduled shift when possible, of any absence from duty because of sickness and employees must notify the Employer prior to their return. Employees required to provide a medical note shall have that note paid for by the Employer.

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

29.04 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.

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

29.06 Employees who are absent because of sickness or accident shall at the expiration of paid sick leave be placed on an unpaid leave of absence.

29.07 An employee off work due to illness and entitled to sick pay will not engage in any gainful employment during the time they are off work. If this does occur, they will be deemed terminated unless a reasonable explanation can be given.

29.08 An employee who is absent from work for more than 24 months by reason of any medical condition shall have their regular position posted and should they be able to return to work in the future, bumping provisions of Article 17.03 shall apply.

29.09 There will be no pay-out of sick banks on cessation of employment.

ARTICLE 30 - 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 himself/herself a party to the proceeding), shall continue to receive his/her regular pay and benefits, for a maximum of five (5) working days. The employee shall turn over to the Employer any monies he/she receives from the court on the days he/she is normally scheduled to work, provided this does not exceed his/her regular pay rate.

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

ARTICLE 31 - LEAVE - UNPAID

For the purposes of this article the health and welfare benefits are not cumulative.

31.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the Manager or his/her Designate and may be granted at the Employer's discretion. The employee shall make every reasonable effort to give at least twenty-one (21) 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.

31.02 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. Notice of the Employer's decision shall be in writing.

31.03 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 his/her former job.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate seniority and benefits and receive credit for previously

earned benefits upon expiration of the unpaid leave.

The Employer will advise the employee of the monthly cost of Dental, Extended Health, Life/ADD benefits. If an employee chooses to maintain these benefits during their leave of absence, beyond the 21st day of their leave, the employee will be required to reimburse the Employer, calculated on a daily rate basis, for the cost of such benefits during their leave of absence. If the employee does not reimburse the Employer, the Employer shall provide twenty (20) days' notice of such non-payment. If the employee does not pay the amount due within ten (10) days of the notice, the benefits shall be cancelled. Once cancelled, the employee cannot reinstate the benefits until January 1 of the next year.

If a WSBC (Work Safe BC) leave absence exceeds 2 years, the employee shall not accumulate benefits from that point but shall accumulate seniority and benefits and receive credit for previously earned benefits upon expiration of the WSBC leave.

The Employer will advise the employee of the monthly cost of Dental, Extended Health, Life/ADD benefits. If an employee chooses to maintain these benefits during their leave of absence, beyond 2 years of the WSBC leave, the employee will be required to reimburse the Employer, calculated on a daily rate basis, for the cost of such benefits during their WSBC leave. If the employee does not reimburse the Employer, the Employer shall provide twenty (20) days' notice of such non-payment. If the employee does not pay the amount due within ten (10) days of the notice, the benefits shall be cancelled. Once cancelled, the employee cannot reinstate the benefits until January 1 of the next year.

31.04 Unpaid Leave - Union Business

(a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations or result in additional wage costs:

- i) To an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of twenty-one (21) days per occurrence;
 - ii) For elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - iii) Members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive;
 - iv) For employees who are representatives of the Union on a Bargaining Committee.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than twenty-one (21) 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) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, within sixty - (60) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

This provision does not apply to employees on extended leaves of absence who are employed by the Union on a

permanent full-time basis.

- (d) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of seven (7) days' notice prior to the commencement of leave under (a) or (b) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

ARTICLE 32 - MATERNITY LEAVE

32.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- (b) Employees shall make every effort to give at least fourteen (14) 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.
- (c) If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (d) 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.
- (e) Upon return to work, the employee shall continue in her former position without loss of any entitlements.

32.02 Parental Leave for Birth and Adopting Parents

- (a) Upon written request an employee shall be entitled to parental leave of up to sixty-two (62) consecutive weeks without pay (or sixty-one (61) consecutive weeks in the case of the birth mother who takes maternity leave under Article 32.01. The leave period may be extended by an additional five (5) weeks

where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.

- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks parental leave between them (or sixty-one (61) consecutive weeks in the case of birth mother who takes maternity leave under Article 32.01. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - i) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 32.01 or following the adoption;
 - ii) In the case of the other parent, following the adoption or the birth of the child who does not take maternity leave the parent is entitled to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Article 3. Such leave request must be supported by appropriate documentation.

32.03 Seniority and continuous service will continue to accumulate during the full period of maternity and parental leave. The Employer shall maintain the employee's benefit coverage during maternity and parental leave on the same basis as if the employee was attending work. Vacation entitlements and vacation pay will continue to accrue providing the employee returns to work for a period of 6 months. Vacation earned during this period may be carried over to the following year.

ARTICLE 33 - PERSONAL AND EMPLOYER PROPERTY

33.01 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.

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

ARTICLE 34 - VACCINATION AND INOCULATION

34.01 Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer's expense and on the Employer's time.

The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service programs for employees and, in consultation with the Medical Health Officer, the provision of Hepatitis vaccine, free of charge to those employees who may be exposed to bodily fluids or other sources of infection.

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 immunizations shall be provided at no cost to the employee.

The Employer may, from time to time, implement reasonable policies as it relates to vaccination, inoculation, and/or other policies related to the precautions to limit the spread of infectious diseases. This may include, but is not limited to, policies where certain vaccinations and inoculations are required as a condition of continued employment. It is agreed that employees that are

deemed subject to these policies shall be required to comply with the policies. Unless the employee has a bona fide health condition. The Employer reserves the right to request medical documentation to substantiate the health condition. Should there be a substantiated bona fide health condition, the application of the policy shall be determined on a case-by-case basis, depending on the nature of the condition.

ARTICLE 35 - OCCUPATIONAL HEALTH AND SAFETY

35.01 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 Work Safe B.C. The Committee shall have equal representation with each party appointing its own representatives.

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

- (b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members'

scheduled working hours.

Where an employee is appointed to serve on the occupational health and safety committee for the first time, the Employer will provide such employee with paid education leave as required by WorkSafe BC. This additional day of paid education leave will be used to attend safety courses sponsored by WorkSafeBC or other courses mutually agreed to by the Employer and the Union at the local level.

- (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 to the Employer.
- (d) The Occupational Health and Safety Committee may use the resources of Work Safe B.C. 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 an in-service which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes, which it may have in its possession. The Employer will provide safety clothing and equipment required for the job.
- (f) The Occupational Health and Safety Committee may make

recommendations to the Employer on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

35.02 Training and Orientation

- (a) No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction.
- (b) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.
- (c) The parties recognize the value of in-service seminars and of encouraging employees to participate in them.

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

35.03 Educational Leave

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests that the employee take designated courses and/or examinations. The costs 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.

35.04 Right to refuse Unsafe Work

Employees have the right to refuse to perform unsafe work pursuant to the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

35.05 Protective Clothing and Equipment

- (a) The Employer shall provide such safety clothing and safety equipment as is required by the WCB Industrial Health and Safety Regulations.
- (b) All such clothing, tools, and equipment shall comply with applicable Workers' Compensation Board regulations.

35.06 WorkSafeBC

- (a) Employees who are absent from work and receiving benefits from WorkSafeBC shall be considered as being at work and shall receive benefits as if they were working.
- (b) **Employee to Contact Employer**
Employees who are absent from work due to WorkSafeBC related injury shall contact their supervisor or the designated person in charge on a regular basis, but no less than once every one (1) week, unless mutually agreed otherwise in writing, regarding the status of their condition and/or the anticipated date of return to work.
- (c) **Return to Work Following Illness or Injury**
Prior to returning to work, employees who have been absent from work and in receipt of WorkSafeBC wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

35.07 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. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-service and/or instruction in caring for the aggressive resident and on how to respond to resident's aggressive behaviour will be provided by the Employer. The Employer will review the curriculum with the Occupational Health and Safety Committee. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such residents.

35.08 Critical Incident Stress Defusing

A workplace critical incident is an event that causes emotional or psychological trauma in people exposed. It is a sudden, powerful

event outside the range of normal experience - and outside of the worker's control.

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

35.09 Working Alone or in Isolation

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

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

35.10 Violence in the Workplace

Violence means the attempted or actual exercise by a person of any physical force so as to cause injury to a worker, and includes any threatening statement or behavior which gives a worker reasonable cause to believe the s/he is at risk of injury.

The requirements for risk assessment, procedures and policies, the duty to respond to incidents and to instruct workers are based on the recognition of violence in the workplace as an occupational hazard. This hazard is to be addressed by the occupational health and safety program following the same procedures required by

the Occupational Health and Safety Regulations that address other workplace hazards.

35.11 Respectful Workplace

The parties are committed to promoting a work environment in which all those who enter the site will conduct themselves in a civil, respectful, and cooperative manner. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and where the risk of violence is minimized.

The Employer will publish a clear policy for promoting and maintaining a respectful environment. These policies will be accessible to staff and the users of the health care system regarding expectations and consequences of inappropriate behavior, aggression and violence.

35.12 Communicable Diseases

The Employer agrees to take all necessary safety precautions to deal with the threat of communicable disease, including adequate education of employees concerning the disease, provision and training on proper use of Personal Protective Equipment if appropriate and the provision of any available precautionary treatments. As per the *Workers' Compensation Act* the Employer will keep written records of all employees exposed to infectious diseases.

35.13 Employee Obligations

Every employee must take reasonable care to protect their health and safety and the safety of other persons who may be affected by the employee's acts or omissions at the workplace. Further, every employee will carry out his/her work in accordance with the applicable statutory requirement pertaining to occupational health and safety.

35.14 Short staffing

Within 90 days of ratification or earlier, the Employer will develop

a priority list of duties for each position in all departments. This list will be utilized when there is a shortage of staff in any area. Staff will ensure through this process that residents and staff will be safe.

ARTICLE 36 - HEALTH CARE PLANS

Following completion of the probation period, eligible employees shall be enrolled in the Group Benefit Plan (Policy #27137 and #287-GS). The Employer will pay 100% of the cost of the premiums.

The following changes will be made to the present Plan.

Extended Health

Vision:

Eye Glasses – coverage will be provided at \$225 every two years.

Group Life Insurance / Accidental Death and Dismemberment

- (a) The Employer shall pay one-hundred percent (100%) of the premium.
- (b) Long Term Disability Plan
- (c) Dental Coverage:
 - i) The Employer shall pay fifty percent (50%) of the monthly premiums for a dental plan that shall cover eligible employees, their spouse and dependent children. The employee shall pay the other fifty (50%) of the premiums.
 - ii) Eligible employees shall be provided with a dental plan covering eighty percent (80%) of eligible expenses, under the basic plan (Plan A) and the extended plan (Plan B), with a fifty dollar (\$50) deductible per person or family. The plan shall have a yearly maximum of \$1,500 per person covered.

ARTICLE 37 - PAY DAYS

Employees shall be paid bi-weekly by direct deposit. If due to the Employer's error an employee is missing paid hours on the pay cheque, the Employer will correct the error and direct deposit the correct funds within five (5) banking days.

- (a) Statements shall be provided at the time of deposit.
- (b) When a payday falls on a non-banking day, the pay shall be deposited prior to the established payday.

ARTICLE 38 - CONTRACTING OUT

38.01 No Layoff of Employees

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

ARTICLE 39 - PRINTING OF THE AGREEMENT

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

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 40 - EFFECTIVE AND TERMINATING DATES

The Collective Agreement shall be in effect from April 14, 2023 to April 13, 2026.

ARTICLE 41 - 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 42 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE

42.01 The Employer may call in casual employees to perform work for the following reasons:

- (a) Relief work in vacancies created by the absence of a regular full-time or regular part-time employee.
- (b) Emergency relief.
- (c) Unanticipated or irregular non-recurring relief work.

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

42.03 Employees called in as casuals will be called to work in order of seniority provided that they are capable of performing the work being assigned in the job classification for which they are registered.

42.04 Electronic Call-Out

When a casual employee has indicated a preference for email or text, the Employer may contact those employees by text message

or email instead of by phone as per a, b, and c below. Employees without text options registered shall be called as above at the phone number provided. Where email is used, group messages shall be blind copied to protect the privacy of the employee's personal email address or cell phone numbers. Where the Employer uses group texting it shall be done through a reputable service provider. The usage of the CREW application or other related application or technology shall be considered group texting for the purpose of this section.

- (a) Where a vacancy is known less than 8 hours in advance, the casual employees shall have 5 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.
- (b) Where a vacancy is known more than 8 hours in advance, but less than 24 hours in advance, the casual employees shall have 15 minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- (c) Where a vacancy is known more than 24 hours in advance, but less than 72 hours in advance, the casual employees shall have 2 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.
- (d) Where a vacancy is known more than 72 hours in advance, the casual employees shall have 8 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.

42.05 For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of the next.

42.06 Seniority List

A master casual employee seniority list shall be revised and

updated every four (4) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year (the “adjustment” dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.

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

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

42.07 Call in procedure

All calls shall be recorded in a log-book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call.

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

42.08 Regular employees may transfer to casual status provided that the Employer requires additional casual employees. Casual employees may only become regular by successfully bidding into a permanent vacancy.

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

42.10 Upon request from the Employer, a casual employee will

provide the Employer with his/her availability by the 15th of the month. A casual employee who has not worked one (1) shift within three (3) months will be notified in writing. If the casual employee is unable to provide an acceptable reason for not working at least one (1) shift in three (3) months, he/she will be terminated.

42.11 A casual employee who has completed probation and meets the eligibility for the Group Benefit Plan may enrol in the plan if he/she pays the full cost of the premiums.

42.12 Casual employees are entitled EAP, Extended Health, Travel, Dental, and AD&D benefits when they post into a temporary position of six (6) months or longer and where the employee is scheduled to work at least 22.5 hours per week.

42.13 Casual employees are entitled to seniority lost while on WCB based on the average hours worked over the six months immediately prior to the date of the work-related injury.

42.14 Application of Agreement

Casual employees are covered by all provisions of the Collective Agreement except the following articles (unless legally required where applicable):

- Article 17 - Reduction in Work Force
- Article 18 - Scheduling Provisions
- Article 19.02 (a) - Hours of Work
- Article 20.03 - Overtime for Part-time Employees
- Article 20.06 - Employees in Temporary Posted Positions
- Article 25 - Statutory Holidays except 25.03 and 25.04
- Article 26 - Vacations (except 26.02)
- Article 27 - Bereavement
- Article 29 - Sick Leave (except 29 (b)(d)(e))
- Article 31.01, 31.02, & 31.03 - Unpaid Leave
- Article 36 - Health care plans
- Article 45 – RRSPs

ARTICLE 43 - CRIMINAL RECORDS CHECKS

A newly hired employee will be responsible for the cost of their criminal record check. The Employer will pay for all required criminal records checks for all existing employees.

ARTICLE 44 - ELECTION DAY

Employees are entitled to the specified hours free from work to vote as outlined below, in accordance with the *Canada Elections Act* and/or *Elections BC* as amended from time to time. If an employee's work schedule allows for the specified hours to vote during the hours that the poll station is open, the Employer does not need to give the employee any time off during the work shift.

However, if the employee's work schedule does not allow for the specified hours to vote, the employer must allow the employee to take the necessary time off work, with pay, to ensure that the employee has the specified hours off work to vote. Employees may be released at the beginning, during or at the end of their work shifts as determined by the Employer.

- Provincial elections – four (4) consecutive hours.
- Federal elections and Municipal elections – three (3) consecutive hours.

ARTICLE 45 - REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

Effective three (3) months from the date of ratification, on the first calendar day of the following month, the Employer will introduce voluntary Registered Retirement Savings Plan (RRSP) (the "Plan") for permanent full-time and part-time employees. An information package including application form shall be provided to each employee on hire. Enrolment is voluntary.

Effective 3 months from the date of commencement of the Plan, the Employer shall establish an optional Employer-matching

program, to a maximum of 1% of their income, Group RRSP Plan available to all permanent full-time and part-time employees.

Employees may voluntarily choose to contribute additional funds to the Plan, but the Employer will only match up to the percentage noted in this article.

Upon completing three months of continuous service, an employee may participate and enroll in the Plan in accordance with the Plan rules. The Plan carrier will determine the remittance procedure of the contributions to the Plan. Employer's matching contribution shall be made in the same time period as employee's contribution.

The Employer shall provide the employee with Plan information on request. The Plan carrier shall make available, to all employee, education prior to their enrolment in the Plan. The Plan carrier shall also provide retirement planning or ongoing education to the employees upon request. These sessions shall be at no cost to the employee.

Employees are offered a choice in the types of investment, based on the choices available under the Plan. Employer contributions made to the Plan will be vested in the employee on the date the employee starts the Plan.

Employees will be provided with semi-annual statements, by the Plan provider, of the balance of their RRSP accounts and activities related thereto and will receive annual receipts for taxation purposes. Employees will be provided answers to their questions or shall be provided access to the Plan carrier.

Employee contributions (the portion that generates an Employer match) and the voluntary contributions (portion that is not matched by the Employer) can be withdrawn at any time.

Employer contributions cannot be withdrawn while employed,

unless the employee demonstrates a bona fide financial hardship.

Upon termination, an employee has the option to transfer their RRSP account balance to a personal RRSP with the carrier, transfer to an RRSP with another financial institution, transfer to a registered pension plan (where applicable) or receive the account balance in cash (subject to taxes).

In the event of a death prior to retirement, the employee's designated beneficiary will receive the full value of the account balance (subject to taxation).

All costs of administration at the Plan level will be borne by the Employer. All extra individual administrative costs will be borne by the employee. There will be no charge to employees on contributions, death, termination, or retirement benefits.

Where any of the terms of this Article are in conflict with Provincial or Federal Legislation, or with Canada Revenue Agency or other applicable regulations, the requirement of the Legislation and/or Regulations will apply.

APPENDIX

Re: Wage Schedule

	Current Rate	
	Start	450 hours
Guest Attendant	\$21.83	\$ 22.39
Rec Assistant	\$21.96	\$ 22.56
Sous Chef	\$23.55	\$ 24.12
Cook 1	\$22.27	\$ 22.85
Cook 2	\$18.16	\$ 18.75
Dishwasher	\$16.38	\$ 16.68
Server	\$18.28	\$ 18.89
Housekeeper	\$18.28	\$ 18.89
Maintenance Assistant	\$20.83	\$ 21.39
Concierge	\$20.23	\$ 20.83

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

The parties further agree that should the wage levelling rates be terminated by the government prior to the collective agreement expiring, the parties will re-open the collective agreement to negotiate wage rates for classifications that were levelled up under wage levelling.

If the parties are unsuccessful in reaching agreement on wage rates, the issue will be referred to interest arbitration. If the parties are unable to agree on a mutually acceptable interest arbitrator, one will be appointed by the Collective Agreement Arbitration Bureau (CAAB) at the request of either party.

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE ROYALE LP
ASTORIA RETIREMENT RESIDENCE**

AND

HOSPITAL EMPLOYEES' UNION

Re: Forty (40) hour work week

Hours of Work:

The parties agree that employees who are currently working forty (40) hours of work per week will continue to do so at the date of ratification.

Whereas, the standard work day for these employees will be eight (8) hours per day exclusive of meal periods on a straight-time basis.

Should the position(s) become vacant, the Employer may elect to post the vacant position(s) at 40 hours per week or 8 hours per day, without incurring overtime.

Employees who are required to be on call during a meal period or who are required to remain in the facility shall have their meal period included within their scheduled shift, and it shall be paid at straight time. If the employee is called back to work during their meal period, as approved by management, the employee shall receive overtime rates as outlined in this MOU.

Overtime compensation:

Employees will not be scheduled to work more than five (5) days in a work week, without receiving two consecutive days off, otherwise overtime compensation as outlined in this MOU will apply.

The Royale LP (Astoria Retirement Residence) / Hospital Employees' Union – April 14, 2023 to April 13, 2026

The hours of work for each employee covered under this MOU, exclusive of meal periods, shall average up to 40 hours per week, and up to 8 hours per day, on a straight-time basis.

Employees requested or required to work in excess of the hours as outlined in this MOU, shall be paid:

- The rate of time-and-one-half (1½ X) of their basic hourly rate of pay for the first (1st) four (4) hours, and double-time (2X) thereafter;

Employees requested or required to work on their scheduled off-duty days, except as outlined in this MOU, shall be paid:

- The rate of time-and-one-half (1½ X) of their basic hourly rate of pay for all hours worked on a scheduled day off, but shall not have the day off rescheduled.
- Double-time (2X) will be paid after 12 hours in a day.

Overtime pay shall be paid on the regular pay cycle.

All statutory requirements including vacation time, sick, and statutory holidays will be paid based on the eight (8) hour day.

**SIGNED FOR THE
UNION:**



Parm Sandhar
Negotiator

**SIGNED FOR THE
EMPLOYER:**



Dea Mantel
Senior Manager of HR

August 7, 2024

Date Signed

May 28, 2024

Date Signed

DEFINITIONS

"Basic rate of pay" - means the rate of pay negotiated by the parties to this agreement, as specified in Appendix 1 (Wage Table).

"Continuous service" means uninterrupted employment with the Employer.

"Day", "Week", "Month", "Year" means a calendar day, week, month, year as outlined in the *BC Employment Standards Act*, unless otherwise specified in this agreement.

"Common-law spouse" – includes same sex and opposite sex individuals where the employee has been living in a common-law relationship for at least 12 months, or as otherwise outlined in the *BC Employment Standards Act*.

"Dependant" - means a dependant as defined by the insurance carrier in the plan document.

"Employee" - means a member of the bargaining unit who is:

- "full-time employees" - full-time employees are regularly scheduled employees who work an average of 37½ or more hours per week. For the purposes of this agreement, OT provisions per Article 20 shall apply.
- "part-time employees" - part-time employees are employees who are regularly scheduled to work less than 37½ hours per week. For the purposes of this agreement, OT provisions per Article 20 shall apply.
- "casual employees" - casual employees are employees who are hired for relief purposes and do not work a regular schedule or do so for a specified period of time. Casual employees will be considered internal applicants when applying for vacancies. For the purposes of this agreement, OT provisions per Article 20 shall apply.

The Royale LP (Astoria Retirement Residence) / Hospital Employees' Union – April 14, 2023 to April 13, 2026

"Employer" - means Aspira Astoria Retirement Living, 2245 Kelly Ave, Port Coquitlam, BC.

"Immediate family" means

- (a) spouse, common-law spouse, parent, stepparent, foster parent, child, legal stepchild, legal ward, legal guardian, brother, sister, guardian, stepbrother, stepsister, grandchild, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law of an employee, and;
- (b) any relative permanently residing in the employee's household or with whom the employee resides; or as otherwise outlined in the *BC Employment Standards Act*.

"leave of absence with pay" – means to be absent from duty with permission and with pay.

"leave of absence without pay" – means to be absent from duty with permission but without pay.

"Union" – means the HEU.

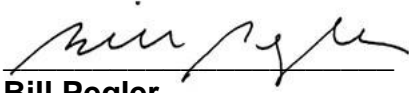
"One year" – means a maximum of 2,080 hours worked.

"Rest Period" - means a paid interval, which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest excluding the half hour unpaid break for lunch/dinner.

"Spouse" means a person of the opposite sex or same sex to whom the employee is legally married.

The parties agree that portions of the collective agreement interchanged from days to hours for the purpose of administrative ease. As a general principle, any such changes do not alter the intent or meaning of the agreement and the parties agree that neither party will either gain or lose any benefit contained in the agreement as a result of this change.

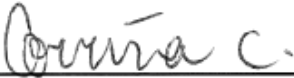
**SIGNED ON BEHALF OF
THE UNION:**



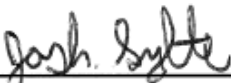
Bill Pegler
Coordinator of Private Sector
& Special Projects



Parm Sandhar
Negotiator



Corrina Crowder
Bargaining Committee



John Sylte
Bargaining Committee

August 7, 2024

Date Signed

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Dea Mantel
Senior Manager of HR

May 28, 2024

Date Signed