

**COLLECTIVE AGREEMENT**

**between**

**SHERWOOD HOUSE IN DUNCAN**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from April 1, 2014 to March 31, 2017**

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**DEFINITIONS**

For the purpose of this agreement:

- (a) "*Basic pay*" - means the rate of pay in each wage schedule.
- (b) "*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. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (c) "*Continuous service*" - means uninterrupted regular full-time or regular part-time employment with the Employer.
- (d) "*Day*", "*Week*", "*Month*", "*Year*" - means a calendar day, week, month, year unless otherwise specified in this agreement.
- (e) "*Day of Rest*" - means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include the days the employee is on leave of absence.
- (f) "*Dependant*" - an employee's spouse, legal or common-law, of same or opposite sex; an unmarried person who is your natural child; or an adopted child, stepchild, foster child, or a child of a common-law spouse, who resides with you and is dependent on you for support and who is younger than twenty-one (21) years of age; or twenty-one (21) years but younger than twenty-five (25) years of age, and in full-time attendance at an accredited institute of learning, and dependent on you for support; or twenty-one (21) years or older and incapable of self-sustaining employment due to a mental or physical handicap. Such child's coverage will be continued under the contract, provided the child was covered under the contract as a dependant on the day prior to his or her 21<sup>st</sup> birthday and remains dependent on you for support.
- (g) "*Employee*" - means a member of the bargaining unit who is:
  - (1) "*probationary employee*" - means an employee who is hired into a probationary status and who has not yet successfully completed ninety (90) days or three hundred and eighty (380) hours, but not to exceed five (5) months
  - (2) "*regular employee*" - means an employee who is regularly scheduled to work and includes both full-time and part-time employees.
  - (3) "*casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
    - (i) paid leave relief
    - (ii) unpaid leave relief
    - (iii) temporary increase of workload
  - (4) "*full-time regular employees*" - full-time regular employees are regularly scheduled employees who work seventy (70) to eighty (80) hours biweekly on a continuing basis.
  - (5) "*part-time regular employees*" - part-time regular employees are regularly scheduled employees who work less than seventy (70) hours biweekly on a continuing basis.
- (h) "*Employer*" means 0693523 B.C. Ltd. doing business as Sherwood House at 280 Government Street, Duncan BC V9L 0B5

- (i) "Holiday" - means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement.
- (j) "Layoff" - means a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer.
- (k) "Leave of absence with pay" - means to be absent from duty with permission and with pay.
- (l) "Leave of absence without pay" - means to be absent from duty with permission but without pay.
- (m) "Resignation" - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.
- (n) "Rest Period" - means a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments and a rest.
- (o) "Spouse" - means a person of the opposite or same sex to whom the employee is legally married or common-law and shall be deemed to be a man or woman who resides with the employee.
- (p) *Note: not to exclude spouses not residing with them employee due to reasons of employment, education, family illness, or for matters involving obligations due to volunteer or religious service.*
- (q) "Union" - means the B.C. Government and Service Employees' Union.

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.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties of this agreement will establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of the collective agreement, the following shall apply:

- (a) the remaining provisions of the collective agreement shall remain in force and effect for the term of the collective agreement;
- (b) the Employer and the Union shall, as soon as possible, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered due to the laws;
- (c) if a mutual agreement cannot be struck as provided in (b) above, the matter shall be meditated/arbitrated pursuant to Article 9 of the collective agreement.



### 1.3 Conflict with Rules

In the event that there is a conflict between the contents of this agreement and any rule or order made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said rule or order.

### 1.4 Human Rights Code

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

### 1.5 Use of Feminine and Singular Terms

Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

### 1.6 Sexual Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. An employee allegedly being harassed shall register the complaint in writing to the Manager either directly or through the Union. The Manager shall deal with the complaint with all possible confidentiality.

The Manager shall investigate the allegation and, if substantiated, take action appropriate to the offence.

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.

The parties agree that substantiated cases of sexual harassment may be cause for discipline, up to and including dismissal.

Allegations of sexual harassment which are found to be vexatious in nature may be cause for discipline.

### 1.7 Harassment

- (a) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment. The parties agree to foster and promote such an environment.

An employee allegedly being harassed by another employee, a supervisor, or a contractor engaged by the Employer, shall register the complaint in writing to the Manager either directly or through the Union. The Manager shall deal with the complaint with all possible confidentiality.

If the complaint involves the Manager, the employee will register the complaint, in writing, to the owner. The owner will investigate the complaint and issue a decision.

If the employee is not satisfied with the decision of the owner, he/she may refer the complaint through the Union on to an independent investigator retained by the Employer. The independent investigator will be agreed to by the parties.

- (b) "Harassment" is defined as:

(1) *"Deliberate actions, that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees or the Employer, that constitute personal harassment or bullying or on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia"*

*including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted".*

The Manager shall investigate the allegation and, if substantiated, take action appropriate to resolve the matter.

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.

Unresolved complaints of harassment under this provision may be submitted by the complainant through the Union to the independent investigator.

If the Employer fails to act upon the investigator's report, or if the action taken by the Employer is not satisfactory to the complainant to resolve the matter, the complainant may pursue the matter through the grievance procedure pursuant to Article 8.

The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.

Allegations of harassment which are found to be vexatious in nature may be cause for discipline.

(c) Harassment does not include actions occasioned through exercising, in good faith, the Employer's managerial/supervisory rights and responsibilities.

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

### **2.1 Bargaining Agent Recognition**

(a) Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

(b) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification dated: August 11, 2008, but shall not include the Manager and excluded employees.

### **2.2 Correspondence**

(a) Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the President of the Union or his/her designate.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation of any article in this agreement, shall be forwarded to the President of the Union or his/her designate.

### **2.3 No Other Agreement**

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

### **2.4 No Discrimination**

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

## 2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select their stewards to represent employees who ideally will be representative of the front desk, housekeeping component and dietary component of the staff. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or his/her alternate shall obtain the permission of his/her department head and in his/her absence the person in charge before leaving his/her work to perform the duties of a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her department head or in his/her absence the person in charge.

Duties of the steward are:

- (a) investigation of complaints;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (d) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (e) attending meetings called by management.

## 2.6 Bulletin Board

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located in the staff room. Use of the bulletin board shall be restricted to the business affairs of the Union and the display of the union shop card.

## 2.7 Badges, Insignia and Union Shop Cards

- (a) A union member shall have the right to wear one union pin or badge displaying the recognized insignia of the Union. The Union agrees to furnish to the Employer a union shop card for the Employer's place of operation, to be displayed on the premise at a mutually agreed location. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "bcgeu".

## 2.8 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay and benefits.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.
- (c) Any employees assigned to cover essential services as defined in the *Labour Code* of British Columbia shall be authorized and permitted to cross a legal picket line.

## 2.9 Unpaid Leave - Union Business

(a) Leave of absence without pay and without loss of seniority shall be granted with fourteen (14) days written notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC, provided the dispute involves the Employer; or
- (4) to employees representing the Union in collective bargaining.

This provision does not apply to employees who are hired by the Union for a period greater than six months.

(b) To facilitate the administration of Section (a) when leave without pay is granted, the leave shall be given with basic pay and benefits and the Union shall reimburse the Employer for appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence.

(c) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact union business for specific periods. Such requests shall be made in writing sufficiently in advance to minimize disruption. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Long-term leave of absence without pay and without loss of seniority will be granted:

- (1) for employees elected for a full-time position with the Union for a period of one (1) year;
- (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union for a period of three (3) years;
- (3) for an employee elected to anybody to which the Union is affiliated for a period of one (1) year.

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

(d) When leave of absence without pay is granted pursuant to Part (c), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, 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 rates of pay while on leave of absence.

## 2.10 Membership Information

The Employer agrees to provide to the Union once a year, before the end of January, a list of all union members, their current job categories and employee status known to the Employer.

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied to the Union

on a computer tape/disk or by modem. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

### **2.11 Technical Information**

- (a) The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.
- (b) In January of each year the Employer shall provide to the Union a list of all employees in the bargaining unit, their job titles, addresses and their phone numbers.

## **ARTICLE 3 - UNION SECURITY**

Employees hired after the date of certification are required to become members of the Union as a condition of employment. This article does not apply to Management or excluded positions.

## **ARTICLE 4 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose.

All deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

- (b) The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.
- (c) All deductions shall be for each biweekly payroll period and remitted to the President of the Union not later than twenty-eight (28) days following the end of the month in which the deduction was made and the Employer shall also provide a list of names to the Union of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied to the Union on a computer tape/disk or by modem. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

- (d) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted, provided that the changed deduction can be reasonably accommodated by the Employer's payroll system.

The Union will give reasonable notice to the Employer of any change in union dues, assessment, fees, or other amounts which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

(e) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except by mutual agreement of the parties to this agreement.

(f) At the same time that Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of union dues paid by the employee for the previous year (the year for which the T4 slip is provided). Every reasonable effort shall be made for these to be available to the employee at the earliest possible date, or not later than March 1<sup>st</sup> of the succeeding year.

#### **ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check-off. A new employee shall be advised of the name and location of his/her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the steward, who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes some time during the first thirty (30) days of employment.

#### **ARTICLE 6 - EMPLOYER RIGHTS**

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 make and to alter from time to time rules and regulations to be observed by all employees. Such rules and regulations will be provided to the Union and will not amend or breach the specific terms of the collective agreement.
- (c) To discipline or discharge employees for proper cause.

#### **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

##### **7.1 Representation**

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective party. To facilitate this, the Union shall supply the Employer with the names of its officers and stewards, and similarly, the Employer shall supply the Union with the names of the Administrator or designate with whom the Union may be required to transact business.

##### **7.2 Union Bargaining Committee**

A union bargaining committee shall be elected and consist of a maximum of three (3) representatives of the bargaining unit.

Leave of absence to attend negotiation sessions shall be administered in accordance with Clause 2.9 - Unpaid Leave - Union Business.

### **7.3 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to a BCGEU staff representative, or authorized alternate, when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The union representative shall consult with the Manager in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure**

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

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

The procedure for resolving a grievance shall be the grievance procedure in this article.

### **8.2 Step 1**

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated department head or Manager. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure.

### **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Clause 8.4, must do so not later than:

- (a) Twenty-one (21) days after the date on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) Twenty-one (21) days after the date on which he/she first became aware of the action or circumstances giving rise to the grievance.

### **8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
  - (3) transmitting this grievance to the designated supervisor through the union steward.

- (b) The Manager or their designate shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

#### **8.5 Time Limit to Reply at Step 2**

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.

#### **8.6 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 2 and pursuant to Article 9, the President or his/her designate may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) Thirty (30) days after the Employer's decision has been received; or  
(b) Thirty (30) days after the Employer's decision was due.

#### **8.7 Administrative Provisions**

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

#### **8.8 Management Grievance**

The Employer may initiate a grievance at Step 2 of the grievance procedure by the Manager or his/her designate presenting the grievance to the President of the Union or the union area staff representative.

Failing satisfactory settlement at Step 2 and pursuant to Article 9, the Employer may inform the President or his/her designate of his/her intention to submit the dispute to arbitration within:

- (a) Thirty (30) days after the Union's response has been received; or  
(b) Thirty (30) days after the Union's decision was due.

#### **8.9 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

#### **8.10 Policy Grievances**

Where either party to this agreement disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Manager, his/her designate or the Union within thirty (30) calendar days of the occurrence. Where no satisfactory agreement is reached, either party, within a further fourteen (14) calendar days, may submit the dispute to arbitration, as set out in Article 9 of this agreement.

#### **8.11 Dismissal or Suspension**

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance to the Administrator commencing at Step 2 within fourteen (14) days of the employee receiving notice of dismissal or suspension.



**ARTICLE 9 - ARBITRATION****9.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within thirty (30) days of the receipt of the reply at the second step of its desire to submit the difference or allegation to arbitration.

**9.2 Arbitrator**

- (a) When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party of the agreement within fourteen (14) days:
- (b) The parties agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators listed in Appendix 3.

**9.3 Decision of the Arbitrator**

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

**9.4 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which it shall make every effort to do within seven (7) days.

**9.5 Expenses of Arbitration**

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

**9.6 Amending Time Limits**

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

**9.7 Expedited Arbitration**

By mutual agreement, the parties may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.

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

- (a) 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;
- (b) the location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose;
- (c) the Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. Only a brief summary of the parties' respective positions and the Arbitrator's decision shall be provided;

- (d) all decisions of the Arbitrator 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) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (f) the parties shall equally share the costs of the fees and expenses of the Arbitrator;
- (g) the expedited Arbitrator, who shall act as a sole arbitrator, shall be mutually agreed to by the parties.

It is agreed that arbitration decisions made under this provision will not be appealed.

Either party may opt to use Section 104-Expedited Arbitration of the *Labour Relations Code* for the purposes of Article 9.7.

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Burden of Proof**

In all cases of discipline and dismissal, the burden of proof of just cause shall rest with the Employer.

### **10.2 Notice of Dismissal or Suspension**

Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension, and a copy shall be sent to the President of the Union or his/her designate within three (3) calendar days.

### **10.3 Right to Grieve Discipline**

- (a) Employees have the right to grieve disciplinary action that includes: written censures, letters of reprimand, suspension and adverse reports or employee appraisals. 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.
- (b) Upon the employee's written request, any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided that there has not been any further infraction of the same issue.

### **10.4 Performance Appraisals**

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within forty-eight (48) hours of receipt of the appraisal. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall receive a copy of this performance appraisal at the time of signing.

All final employee performance appraisals shall form part of the employee's record.

If the employee doesn't submit a grievance on the content of the appraisal within twenty-one (21) days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a part of the employee's record.

### 10.5 Personnel File

- (a) An employee, or the President of the Union (or his/her designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate written notice, prior to having access to such file. Access to the file shall be no later than three (3) days after notice is given.
- (b) With reasonable written notice given to the Employer, an employee shall be permitted to review his/her personnel file in the office in which the file is normally kept.
- (c) At the request of the employee or his/her representative, copies of any or all documents on the employee's file will be provided by the Employer.

### 10.6 Right to Have Steward Present

This provision shall not apply to those discussions that are of an operational nature.

Where an administrator/designate intends to interview an employee for disciplinary purposes, the Administrator/designate must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. An employee has the right to have his/her steward present during any disciplinary discussions or where the Employer raises issues of below standard work performance. If however during the course of a discussion between the Employer and employee, an employee requests the representation of a shop steward, such discussion would cease and only resume with a shop steward present. This does not include Employer discussions with employees which are operational or directive in nature.

Where an administrator/designate intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a staff representative of the Union and to have a staff representative of the Union present or another shop steward present at any disciplinary discussion with administrator/designate, providing that this does not result in an undue delay of the appropriate action being taken.

### 10.7 Employment Abandoned

Any employee who fails to report for work and does not notify his/her person in charge within three (3) shifts, and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position. An employee shall be given the opportunity to provide an explanation and demonstrate that there was an acceptable reason for not having informed the Employer.

## ARTICLE 11 - SENIORITY

### 11.1 Seniority Defined

Seniority shall be defined as the length of the employee's continuous employment with the facility and shall be accumulated based on straight-time hours paid since the most recent date of employment with the Employer.

- (a) Straight-time paid hours shall include time spent on:
  - (1) paid holidays;
  - (2) paid vacation;

(3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 29 or 30 of the *Workers Compensation Act* in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections;

(4) sick leave;

(5) union leave;

(6) maternity, parental and adoption leave;

(7) other approved paid leaves of absence.

For the purpose of part six (6) above, straight-time paid hours shall be estimated based on the average weekly straight-time paid hours in the one-half ( $\frac{1}{2}$ ) payroll year preceding the leave. Where the employee has been employed for less than one-half ( $\frac{1}{2}$ ) payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

Upon completion of the probationary period, the initial date of employment shall be used in determining benefits and seniority hours.

### **11.2 Seniority Lists**

Seniority lists for regular full-time employees shall be posted within the first week of the months of January and July. Seniority lists for regular part-time and casual employees shall be posted within the first week of the months of January, April, July, and October. The seniority lists shall include the name, department, and straight-time hours paid up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the President of the Union or his/her designate.

### **11.3 Loss of Seniority**

An employee shall lose his/her seniority and shall be deemed to have terminated his/her employment in the event that:

(a) he/she is discharged for just cause;

(b) he/she voluntarily terminates his/her employment;

(c) he/she is on layoff for more than twelve (12) months;

(d) he/she abandons his/her position in accordance with Clause 10.7;

(e) he/she is on layoff and fails to report when recalled for work of an ongoing nature within seven calendar days after being notified of recall by registered mail from the Employer. Employees who are required to provide notice to another employer may report to work within fourteen (14) calendar days after being notified of recall by registered mail.

### **11.4 Re-Employment**

(a) A regular employee who voluntarily resigns his/her employment and within ninety (90) days is re-hired as a regular employee by the same employer shall retain, effective the date of re-employment, their former seniority, accumulated sick leave and years of service for vacation purposes.

(b) A regular employee who voluntarily resigns his/her employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-hired by the same Employer, upon application shall be credited with their former seniority and their years of service for vacation purposes. The following conditions shall apply:

- (1) the employee must have been a regular employee with at least three (3) years of service with the Employer at time of termination;
- (2) the resignation must indicate the reason for termination is to care for the employee's parent, spouse, or child residing with the employee.
- (3) the break in service shall be for no longer than three (3) years and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative;
- (4) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

#### **11.5 Same Service Seniority Date**

Where seniority rights are in dispute, and two (2) or more employees have the same amount of seniority, the matter will be determined through a method which is mutually agreeable to the parties.

### **ARTICLE 12 - VACANCY POSTING**

#### **12.1 Postings**

- (a) A posting shall be required for vacancies or new positions which are in excess of two (2) calendar months.
- (b) A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.
- (c) The Employer agrees to post such vacancy or new job for a period of at least seven calendar days in advance of the selection. Applications must be received during the seven day period in order to be considered by the Employer.
- (d) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work and wage rate.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Until the vacancy is filled as per 12.1(a), the Employer shall make temporary appointments based on employees who possess threshold qualifications from within the bargaining unit based on seniority.
- (f) A copy of the job posting will be sent to the President of the Union or his/her designate.
- (g) If a vacancy is posted and filled by an employee currently in the bargaining unit, all applicants will be notified within one week of the decision being made of the name of the successful candidate.
- (h) An employee granted a temporary promotion or transfer shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.

## **12.2 Selection Criteria**

The successful applicant will be determined on consideration of the qualifications, experience and seniority, with each of the first two criteria to be given equal weight. Where two (2) or more applicants are relatively equal, the one with the greater seniority will be selected.

## **12.3 Probationary Period**

It is understood that all new employees will be subject to a probationary period of ninety (90) days, or three hundred and eighty (380) hours worked, but not to exceed five (5) months. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed.

## **12.4 Qualifying Period**

When a vacancy is filled by an existing employee, the employee shall be declared permanent in the new job after a period of two hundred and forty (240) hours worked. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to his/her former position, he/she shall be returned to his/her former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position, and wage or salary rate, without loss of seniority.

## **12.5 Applications from Employees**

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

## **12.6 Right to Grieve**

Where an employee feels he/she has been aggrieved by any decision of the Employer relating to promotion, transfer, or demotion, the employee may initiate a grievance.

Employees who are not the successful applicant for a position may request, within five (5) calendar days of being informed they were not successful, that they be provided in writing with the reasons they were unsuccessful.

An unsuccessful applicant may file a grievance at Step 1 within seven calendar days of receipt of the written reasons, outlined above. The Employer shall advise the successful applicant that a grievance has been filed on the posting.

Where a grievance has been filed regarding the filling of a bargaining unit position, the Employer agrees to inform the Union of the name of the successful applicant and all current local bargaining unit employees who were applicants.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Layoff and Recall**

In the event of a layoff, the following shall apply:

- (a) the employees shall be laid off by job classification in reverse order of seniority within a department;
- (b) the Employer must send a copy of the notice of layoff to the President of the Union or his/her designate.

(c) a laid off employee may bump a less senior employee, provided the employee is qualified to do the job of the less senior employee.

Bumping rights must be exercised within seven (7) calendar days of notification of layoff by providing written notice to the person in charge;

(d) employees on layoff shall be recalled in order of seniority subject to ability to do the work available;

(e) It is the responsibility of all laid off employees to keep the Employer advised at all times of where and how they can be contacted for recall purposes.

(f) Employees recalled to work shall receive the current rate for the classification to which they are recalled.

(g) Employees who are recalled within twelve (12) months of receiving their layoff notice shall retain all previously accrued service seniority.

### 13.2 Severance

(a) After three (3) consecutive months of employment, the Employer will pay an employee an amount equal to one week's wages as compensation for length of service.

(b) The Employer's liability for compensation for length of service increases as follows:

(1) after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages;

(2) after three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages;

(3) the liability is deemed to be discharged if the employee

(i) is given notice of termination as follows:

a. one (1) week's notice after three (3) consecutive months of employment;

b. two (2) weeks' notice after twelve (12) consecutive months of employment;

c. three (3) weeks' notice after three (3) consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight (8) weeks' notice.

(ii) is given a combination of written notice under (d)(3)(i) and money equivalent to the amount the Employer is liable to pay, or

(iii) terminates the employment, retires from employment, or is dismissed for just cause.

### 13.3 Reduction in Hours

Where the Employer intends to reduce regular full-time or part-time hours, the matter will be discussed with the Labour/Management Committee sixty (60) days prior to the implementation of the reduction to discuss possible alternatives. Such reductions shall be done in reverse order of seniority, consistent with the requirements of Article 13.

**ARTICLE 14 - HOURS OF WORK****14.1 Continuous Operation**

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

**14.2 Hours of Work**

(a) The hours of work for a regular full-time employee will range from a minimum of seven (7) hours to up to eight (8) hours per day, inclusive of paid meal breaks, and a minimum of thirty-five (35) hours to a maximum of forty (40) hours per week depending on the employee's shift rotation and departmental operational requirements.

(b) Employees who have an unpaid meal break are entitled to leave the workplace.

**14.3 Scheduling**

(a) The Employer shall arrange all shift schedules and post them at least fourteen (14) days in advance of the effective date.

(b) Except by agreement between the Employer and the Union (the President or his/her designate), employees shall not be required to work in excess of six consecutive shifts without receiving two (2) consecutive days off, exclusive of statutory holidays, otherwise overtime shall be paid in accordance with Article 15.

(c) There shall be no split shifts unless mutually agreed-to by the Employer and the Union (the President or his/her designate).

(d) An employee reporting to work at the call of the Employer shall be paid a minimum of two (2) hours pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours pay at his/her regular rate of pay if he/she commences work.

(e) Employees may exchange shifts with the prior approval of the Employer, provided that there is no increase in cost to the Employer.

(f) If shifts are scheduled so that there are not twelve hours between the end of an employee's shift and the start of the next regular shift, the employee shall not be required to report to work until there are twelve clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.

(g) Where the Employer plans to implement a significant change in the shift schedule of regular employees which will affect a majority of employees in the rotation, the change may be made provided that:

(1) the change is consistent with the operational requirements and the provisions of the collective agreement and is not capricious, arbitrary, discriminatory or in bad faith; and

(2) the Employer will seek input and feedback from the affected employee(s) on the existing hours of work, days off and work areas; and the impact the changes will have on the personal circumstances of such employees. Once employee input and feedback has been considered, the Employer may implement the changes, and

(3) if there is a change in rotation, that rotation will be posted for fourteen (14) days in advance. Employees who have been directly impacted by the change in rotation shall have



seven (7) days after the close of the posting to bid on a maximum of three (3) shifts. Appointments will be based on seniority. Any unfilled shifts will be posted and filled based on Clause 12.3.

#### **14.4 Shift Differential**

Employees working the night shift (12 a.m. to 8 a.m.) shall be paid a shift differential of seventy-five cents (75¢) per hour for the entire shift worked, effective the date of the Union's ratification of this collective agreement (2014).

Employees working the evening 4 pm – 12 am shift shall be paid a shift differential of twenty-five cents (25¢) per hour for the entire shift worked effective the date of the Union's ratification of this collective agreement, 2014.

#### **14.5 Rest and Meal Periods**

(a) There shall be a fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four (4) hours, will receive one fifteen (15) minute paid rest period.

(b) A paid meal period of one-half (½) hour, (to be taken at the workplace) will be scheduled as close as possible to the middle of each shift of five (5) hours or more. If the meal period is unpaid (as per Article 14.2(b)), the meal period can be taken away from the workplace. Employees required by the Employer to work during their scheduled meal period will have their meal period rescheduled to an alternate time during the shift. Employees whose meal period is not rescheduled will be paid for their meal period as follows:

(1) If the unreplaced meal period exceeds eight (8) hours of work, it shall be paid at the applicable overtime rate.

(2) If the unreplaced meal period is within eight (8) hours it shall be paid at the applicable straight-time rate.

(c) The issue of designated staff areas for rest and lunch areas and the appropriate use of those areas will be discussed at the Joint Labour/Management Committee.

#### **14.6 In-Service Education and Staff Meetings**

The parties recognize the value of in-service both to the employee and the Employer and shall encourage employees to participate in in-service or training sessions. All employees scheduled by the Employer to attend in-service seminars and staff meetings shall receive their basic rate of pay for all hours spent at the in service, staff meeting or training session.

### **ARTICLE 15 - OVERTIME**

#### **15.1 Definition of Overtime**

(a) "*Overtime*" means authorized work performed by an employee in excess of the hours of work outlined in Clause 14.2. Overtime shall not be claimed or received for work which is less than fifteen (15) minutes. All work less than fifteen (15) minutes in excess of the hours of work outlined in Clause 14.2, shall be paid at straight-time rates of pay. Work in excess of fifteen (15) minutes will be paid at the applicable overtime rate.

(b) "*Straight-time rate*" means the hourly rate of remuneration.

(c) "*Time and one-half*" means one and one-half times (1½x) the straight-time rate.

- (d) "Double-time" means two times (2x) the straight-time rate.

### **15.2 Authorization and Application of Overtime**

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Administrator or designate in charge.

### **15.3 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.

### **15.4 Overtime Entitlement**

- (a) A regular full-time employee shall be entitled to compensation for overtime in excess of regularly scheduled daily hours.
- (b) An employee shall receive overtime pay for all hours worked in excess of:
- (1) eight (8) hours in a day; or
  - (2) forty (40) hours in a one (1) week period, but excluding from the calculation hours worked in excess of eight (8) in a day,
  - (3) and for all hours worked on a day of rest
- (c) Overtime compensation shall be paid at the applicable overtime rate for all time worked.

### **15.5 Overtime for Part-Time Employees**

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

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

### **15.6 Overtime Compensation**

Overtime worked shall be compensated at the following rates:

- (a) Time and one-half (1½x) for the first three (3) hours of overtime on a regularly scheduled workday;
- (b) Double-time (2x) in excess of (a);
- (c) subject to Clause 15.4, double-time (2x) for all hours worked on the employee's scheduled day of rest, but employees shall not have the day off rescheduled;
- (d) overtime shall be compensated in either cash or time off or a fifty-fifty (50/50) combination of both. Overtime off shall be scheduled at a mutually agreeable time. An employee who has opted for compensating time off in lieu of overtime premium pay shall take the time off by March 31<sup>st</sup> and

September 30<sup>th</sup> of each year. If the accumulated time off is not taken before the above-noted dates, the balance of the banked overtime premium shall be paid on the employee's next regular paycheque;

(e) overtime shall be offered by seniority to the most senior, qualified, available employee.

### **15.7 Callback**

Regular employees called back to work on their regular time off shall receive a minimum of two (2) hours overtime pay at the applicable rate.

### **15.8 Rest Interval**

A regular employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours off between the end of the overtime and the start of the next regular shift. If it is not possible to provide eight (8) clear hours off between the overtime shift and the employee's next regularly scheduled shift, then the employee shall not be required to report to work until there are eight (8) clear hours between the end of the overtime shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.

### **15.9 Shift Exchanges**

In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts. All shift exchanges must be approved in accordance with Clause 14.3(e).

### **15.10 Overtime Meal Allowance**

An employee who is required to work a minimum of two and one-half (2½) hours overtime following his/her scheduled hours of work shall be provided with a meal. If no meal is available, the employee shall be reimbursed with a meal expense of ten dollars (\$10), with a receipt.

## **ARTICLE 16 - PAID HOLIDAYS**

### **16.1 Paid Holidays**

Employees shall be entitled to a day off with pay for each of the following statutory holidays:

New Year's Day	Thanksgiving Day
Canada Day	Labour Day
Good Friday	Remembrance Day
Christmas Day	BC Day
Queen's Birthday	Family Day

### **16.2 Scheduling of Paid Holidays**

The Employer shall identify on the work schedule the day which corresponds to the employee's statutory holiday entitlement. Every effort will be made, subject to operational requirements, to schedule statutory holidays as additions to the employee's two (2) regularly scheduled days off so that employees will receive as many three (3) day breaks during each year as possible.

### **16.3 Working on a Statutory Holiday**

Regular full-time employees who have not had their statutory holidays scheduled into their work rotations who are required to work on a statutory holiday shall be paid at a rate of one and one-half

times (1½x) his/her rate of pay for hours worked. In addition, the employee will receive a paid day off in lieu for working the statutory holiday.

**16.4 Holiday Coinciding With a Day of Vacation**

Where an employee is on vacation leave with pay and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

**16.5 Christmas or New Year's Day Off**

The Employer agrees to make an effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off, based on seniority, staffing requirements and the holiday shifts worked the previous year. Employees shall indicate their preference in writing on or before November 1<sup>st</sup> of each year.

**16.6 Alternative Days Off**

Employees are entitled to up to two (2) days leave of absence without pay per calendar year to observe spiritual, cultural or Holy Days not observed on days identified in Clause 16.1. Such leave shall not be unreasonably withheld and may be subject to operational requirements. The written request must be received at least fourteen (14) days in advance, provided it does not create an overtime situation for the Employer. Employees may use their vacation, floating stats, or any other banked days for these days.

**16.7 Statutory Holiday Pay**

Payment for statutory holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) working days preceding the designated holiday, in which case he/she shall receive the higher rate.

**16.8**

Part-time and casual employees shall receive four percent (4%) of wages in lieu of statutory holiday pay.

**ARTICLE 17 - ANNUAL VACATIONS**

**17.1 Vacation**

Regular employees shall be credited for and granted vacations earned based on the employee's continuous service as follows:

**Years of Service Entitlement**

- one (1) year .....two (2) paid weeks (10 days)
- five (5) years.....three (3) paid weeks (15 days)

Regular part-time employees will be entitled to annual vacation on a pro rata basis.

Regular full-time and regular part-time probationary employees shall be credited for vacation accrued during the probation period.

**17.2 Vacation Earnings for Partial Year**

- (a) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.

(b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.

### **17.3 Vacation Carryover**

An employee may elect to carry over up to five (5) days' vacation per vacation year. Such vacation carryover shall not exceed five (5) days at any given time without mutual agreement of the Employer and the employee.

### **17.4 Callback**

(a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all reasonable expenses incurred thereby by himself/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts to the Employer.

(c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation time.

### **17.5 Work in Higher Rated Position**

Payment for vacations will be made at an employee's basic pay. If an employee has accumulated vacation time in a higher paid position prior to his/her vacation, at the employee's request, the employee's vacation pay shall be based on the proportionate amount of time worked in each position.

### **17.6 Vacation Scheduling**

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority as per Article 11 within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

No employee shall be entitled to more than four (4) vacation periods, per vacation year unless mutually agreed.

### **17.7 Vacation Schedules**

(a) Employees shall submit their vacation requests to their supervisor before March 31<sup>st</sup> for the following year (beginning the next day, April 1<sup>st</sup>).

(b) An employee who does not exercise his/her seniority rights by the cutoff dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

### **17.8 Vacation Pay**

At the time an employee takes vacation, his/her accrued vacation pay will replace his/her regular basic pay for the period of his/her vacation so his/her pay will continue without interruption.

An employee may request to receive their vacation pay as a lump sum just prior to their vacation. He/she should provide the Employer with two (2) weeks' notice. Such vacation pay will be an amount equivalent to his/her vacation pay earned, up to the amount of vacation time being taken.

#### **17.9 Vacation Credits Upon Death**

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

#### **17.10 Reinstatement of Vacation Days**

In the event an employee is qualified for compassionate leave, sick or injured with required documentation prior to the commencement of his/her vacation, or on any other approved leave with pay during the employee's vacation period, there shall be no deduction from the vacation credits for such leave. The vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

### **ARTICLE 18 - SICK LEAVE**

#### **18.1 Sick Leave Entitlement**

(a) Regular employees who work fifteen (15) hours per week or more and who have completed their probationary period shall earn one-half (½) of sick leave credits per month to a maximum of six (6) days in a calendar year. Employees can only carry over six (6) days per year, but their sick leave bank shall never exceed twelve (12) days at any time.

(b) One (1) day of sick leave credits as in 18.1(a) will be paid based on the employee's regular hours of pay per day and for regular part-time employees, based on an average of their previous three (3) months worked.

#### **18.2 Medical Certificates**

The Manager may require employees who are absent from work due to illness and whose sick leave exceeds the workplace average, or who appears to have a pattern of absences, to provide a medical certificate. The cost of obtaining a medical certificate will be borne by the Employer.

#### **18.3 Employee to Inform Employer**

The employee shall advise the Manager at least twenty-four (24) hours prior to the start of his/her next shift or as soon as possible of his/her inability to report to work because of sickness or injury.

Employees who have been absent from work due to illness or injury must provide reasonable notice to the Employer of their ability to return to work, prior to doing so. It is agreed that longer notice is required where the employee has been absent from work for a period in excess of thirty (30) consecutive days.

Employees may be required to prove fitness to return to work, prior to actually returning to work.

#### **18.4 Expiration of Sick Leave Credits**

The Employer shall inform employees, upon request of their sick leave credits. At the expiration of sick leave credits, employees who continue to be off on sick leave shall apply for and be placed on unpaid leave of absence in accordance with Clause 20.5. If the employee is not fit to return to his/her previous

position at the expiry of the unpaid leave of absence, the employee must apply for further leave of absence.

Benefits will continue to apply for the first twenty (20) work shifts following the expiration of the sick leave credits.

Employees who wish to continue to coverage under Clause 25.1 may do so provided the employee pays the full cost of the premiums.

### **18.5 Probationary Period (Sick Leave)**

During the probationary period, an employee is not entitled to access sick leave credits. Upon completion of the probationary period, an employee will be credited with sick leave credits accumulated during the probationary period.

### **18.6 Third Party Coverage**

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

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

## **ARTICLE 19 - WORKERS' COMPENSATION**

### **19.1 Benefits While on Compensation**

Regular employees who are absent from work and in receipt of WCB wage loss replacement benefits shall be considered as being on unpaid leave of absence, except that seniority and benefits shall be applied as follows:

- (a) seniority hours pursuant to Clause 11.1 shall continue to accrue;
- (b) vacation entitlement in Clause 17.1 shall continue to accrue; and
- (c) the Health and Welfare provisions of Article 25 will continue to apply for six (6) months following the date of injury.

### **19.2 Employee to Contact Employer**

Employees commencing a WCB leave are required to provide the Employer with current contact information in writing including home and mailing address and home or cell phone number. Employees are also required to provide in writing to the Employer any changes to their contact information as it occurs.

Employees who are absent from work due to a Workers' Compensation Board related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage-loss replacement benefits may be required to produce a medical certificate certifying that they are medically cleared to return to work.

## ARTICLE 20 - SPECIAL AND OTHER LEAVE

### 20.1 Compassionate Care Leave - Gravely Ill Family Member

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight (8) weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks. The employee will be required to provide documentation to support his/her request for such leave. There will be no interruption in the accrual of seniority, vacation entitlement or benefits provided for under Article 25.

### 20.2 Compassionate Leave

(a) In the event of the death of an immediate family member, an employee who is not on unpaid leave of absence shall be entitled to compassionate leave, at his/her regular rate of pay, for three (3) days. The employee may be entitled to two (2) additional days off, without pay, to travel in conjunction with the compassionate leave day.

(b) In the alternative to (a) above, if an established ethno-cultural or religious practice provides for ceremonial occasions other than the bereavement period between the date of death and the date of the funeral, an employee may take the compassionate leave day and any necessary travel time referred to (a), at the time of the ceremonial occasion.

(c) Immediate family is defined as an employee's parent, stepparent, foster parent, spouse, common-law spouse, child, legal stepchild, legal ward, legal guardian, brother, sister, father-in-law, mother-in-law, grandparent, daughter-in-law, son-in-law, and any other relative permanently residing in the employee's household or with whom the employee resides. The Employer may require proof of relationship.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(e) In the event of the death of another relative or friend of the employee, the Employer shall grant time off without pay to attend the funeral.

### 20.3 Unpaid Leave for Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office as per Clauses 20.4.

### 20.4 Unpaid Leave

(a) Subject to 20.4(b), an employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice of at least fourteen (14) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a



reasonable period of time. Such permission shall be subject to operational requirements and shall not be unreasonably withheld.

(b) Such leave shall not be granted where the employee is assuming other employment. Leaves shall not normally exceed six (6) months, unless by mutual agreement between the Employer and the employee.

(c) Any employee who has been granted leave of absence and who over stays such leave by more than three (3) working shifts, unless permission is obtained or a satisfactory explanation is provided, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

(d) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding twenty (20) working shifts in any year, the employee shall not accumulate benefits or seniority from the 21<sup>st</sup> day of the unpaid leave to the last day of the unpaid leave.

(e) Upon return, the employee shall be placed into his/her former positions or in a position of equal classification, rate of pay and hours of work.

## **20.5 Education Leave**

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

(b) When an employee goes on approved education leave, upon completion of the leave he/she will return to his/her former position.

## **20.6 Jury Duty and Leave for Court Appearances**

Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An employee in receipt of his/her regular earnings while serving at a court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

## **20.7 Leave for Medical and Dental Care**

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted. Such absence shall be with pay up to four (4) hours for regular employees per year.

Proof of appointment in writing is required to qualify for the inability to schedule the said appointment for any other time outside working hours.

## **20.8 Election Days**

Any employee eligible to vote in a federal, provincial or municipal election or referendum who does not have three (3) consecutive hours free from his/her employment between the hours of the opening and

closing of the poll on polling day, is entitled to have such time as may be required to provide him/her with three (3) consecutive hours during the hours in which the polls are open in which to cast his/her ballot.

The period of time shall be granted to each employee at the time of day that best suits the convenience of the Employer.

## **20.9 Special Leave**

Special leave with pay may be used for the following purposes:

- (a) attend formal hearing to become a Canadian Citizen - one (1) day;
- (b) paternity leave – one (1) day to attend birth or adoption of child;
- (c) marriage of the employee – two (2) days;

## **ARTICLE 21 - MATERNITY AND ADOPTION LEAVE**

### **21.1 Maternity Leave**

(a) A pregnant employee who requests leave under this agreement is entitled to seventeen (17) weeks of unpaid leave:

(1) *Beginning*

- (i) no earlier than eleven (11) weeks before the expected birth date; and
- (ii) no later than the actual birth date.

(2) *Ending*

- (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period; and
- (ii) no later than seventeen (17) weeks after the actual birth date.

(b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.

(c) An employee is entitled up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Subsection (a) or (b).

(d) A request for leave must:

- (1) be given in writing to the Employer;
- (2) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave; and
- (3) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Subsection (c).

(e) A request for a shorter period under Subsection (a)(2)(i) must:

- (1) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work; and

(2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

## **21.2 Parental Leave**

(a) An employee who requests parental leave under this article is entitled to:

(1) for a birth mother who takes leave under Clause 21.1 in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause 21.2 unless the Employer and the employee agree otherwise

(2) for a birth mother who does not take leave under Clause 21.2 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event

(3) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event and

(4) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child is placed with the parent.

(b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Subsection (a).

(c) A request for leave must:

(1) be given in writing to the Employer;

(2) if the request is for leave under Subsection (a)(1) or (a)(2), be given to the Employer at least four (4) weeks before the employee proposes to begin leave; and

(3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement leave.

(d) An employee's combined entitlement to leave under Clauses 21.1 and 21.2 is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Clause 21.1(c) or 21.2(c).

## **21.3 Return from Leave**

An employee on maternity or parental leave pursuant to Clauses 21.1 and 21.2 shall provide the Employer with at least one month's written notice. On return from leave, an employee shall be placed in her former position or where the position no longer exists in a position of equal rank and basic pay. Where no position exists, Article 13 shall apply.

During the maternity/adoption leave an employee shall retain and accrue seniority.

## **ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

### **22.1 Joint Occupational Health and Safety Committee**

The Employer and the Union agree to establish a Joint Occupational Health and Safety Committee (JOHSC), as set out in the Occupational Health and Safety (OHS) Regulations and the *Workers*

*Compensation Act*, to be comprised of two (2) employee representatives (one can serve as an alternate if the workplace has less than twenty [20] employees working at one time) and one (1) employer representative. Each party appoints their own representatives.

## **22.2 Committee Responsibilities**

(a) The Joint Occupational Health and Safety Committee shall function in accordance with the provisions of the Occupational Health and Safety Regulations and the *Workers Compensation Act*. Minutes of all JOHSC meetings shall be kept and copies of such minutes shall be sent to: the JOHSC members, the Employer and the union designate.

(b) The JOHSC shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload and/or any other health and safety problems such as unsafe equipment and vehicles etc., the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the Committee determines that a safety-related problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the Committee what steps it has taken to rectify the safety-related problem identified by the Committee.

(c) Where the JOHSC determines that it is necessary to obtain information on its roles and responsibilities or to research an issue under its mandate, it shall use the resources of the W.C.B and/or the Occupational Health and Safety Agency for Healthcare in BC. The JOHSC will make recommendations to the Employer for the education and training for staff as required by the Occupational Health and Safety Regulations and the *Workers Compensation Act* such as: workplace health and safety, universal precautions, working alone check-in protocols, safe lifting techniques, dealing with aggressive residents, WHMIS, ergonomics and the role and function of the JOHSC. The Employer will provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make readily available written information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

(d) The JOHSC shall provide recommendations to the Employer concerning appropriate orientation methods and time necessary, for employees to work safely. The Employer will implement orientation necessary for the safe performance of work.

## **22.3 Aggressive Residents and/or Resident Family Members**

(a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

(b) When the Employer is aware that a resident and/or resident family member has a history of aggressive behaviour, the Employer will make such information available to the employee.

(c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to safely respond to aggressive behaviour will be provided by the Employer. The JOHSC shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 4.27 of the Violence in the Workplace OHS Regulations, the Employer will ensure that a risk assessment is done as per Section 4.28 of the OHS Regulations. The Employer will in consultation with the JOHSC, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk of violence/aggressive behaviour for staff. The Employer shall make every reasonable effort to ensure that sufficient staff are present, when possible, or that staff

are sufficiently protected to ensure their safety in situations where overly aggressive behaviour by residents may occur.

(d) On session of private and confidential critical incident stress defusing shall be made available and known to employees who have suffered a serious work related traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay. The union OHS representative shall be immediately notified by the Employer of the traumatic incident. The Employer will pay for the first session.

#### **22.4 Date of Injury**

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift at his/her regular rate of pay, unless a doctor states that the employee is fit for further work on that shift.

#### **22.5 Transportation**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

#### **22.6 Right to Refuse Unsafe Work**

No employee shall be disciplined for refusal to work on a job which he/she reasonably believes is unsafe until a Workers' Compensation Board Inspector rules it safe as per Sections 3.12 and 3.13 of the WCB OHS Regulation.

#### **22.7 Working Short Staffed**

Whenever possible the Employer agrees to replace employees with other bargaining unit employees when an employee is off work due to illness, vacation or leave for any purpose.

#### **22.8 Employees Working Alone**

(a) Employees who work alone shall be supplied appropriate equipment necessary in order to ensure personal safety. Appropriate equipment and the procedure for check-in outlined in (b) below, may vary dependent on the variety of working alone situations. The Joint Occupational Health and Safety Committee shall take input from employees in working alone situations and WorkSafeBC to determine what equipment is appropriate, and make recommendations to the Employer. Equipment required shall be supplied and paid for by the Employer.

(b) The Employer shall set up a check-in procedure for all employees who work alone under conditions which present a risk of disabling injury as outlined in the WCB OHS Regulations, in consultation with employees who work alone and the JOHSC. The procedure will be set up with log books indicating who and how each employee was checked for safety with dates and times of every check. The Employer shall pay for any costs associated with the implementation of the procedure.

#### **22.9 Lieu Time to Perform JOHSC Functions**

Members of the JOHSC who attend committee meetings and perform other JOHSC functions (e.g. incident investigations, inspections, risk assessments etc.) outside normal working hours shall be credited with equivalent time off with straight-time pay, to be scheduled at a mutually agreeable time.

#### **22.10 Investigation of Accidents**

The JOHSC shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. In the event of an accident or incident, a joint

incident investigation must be performed, by one OHS representative of the Union and one employer representative and they will prepare an accident/incident investigation report to the Union and the Employer on the nature of the accident, any contributing factors and recommendations for corrective measures. Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board.

In the event of a fatality, the Employer shall immediately notify the President of the Union or his/her designate.

#### **22.11 Communicable Diseases**

(a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease.

(b) The Employer will, upon becoming aware of a resident with a communicable disease, immediately inform Public Health and will follow all directions from Public Health. The Employer will notify affected employees, and provide required vaccinations and/or other procedures as recommended by Public Health and/or WCB.

(c) Where a vaccination is recommended or required by Public Health, such vaccination shall be made available to all employees who Public Health recommends receive such vaccinations at no cost to the employee.

#### **ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

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

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.

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 facility in which he/she is employed.

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

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 in accordance with Article 13, Layoff and Recall.

#### **ARTICLE 24 - CONTRACTING OUT**

The Employer agrees not to contract out bargaining unit work which would result in the laying off of employees within the bargaining unit.

## ARTICLE 25 - HEALTH AND WELFARE

### 25.1 Benefit Coverage

The Employer agrees to provide the following health and welfare plans to eligible regular employees and their dependants:

#### Life Insurance

*Benefit Amount* ..... \$25,000

*Non-Evidence Maximum* ..... \$25,000

*Reduction of Insurance* ..... Your insurance reduces by 50% at age 65, to a maximum benefit of \$50,000.

*Termination Age*..... Your insurance terminates at age 70.

#### Accidental Death, Disease and Dismemberment

*Benefit Amount* ..... Accidental Death – 100% of your life insurance benefit.

Accidental/Disease Dismemberment – loss schedule ranging from 200% to 25% of your life insurance amount for dismemberment, Paralysis, or Loss of use as a result of accidental injury or Critical disease.

Critical Disease – 10% of your life insurance benefit, to a maximum benefit of \$50,000.

*Reduction of Insurance* ..... Your insurance reduces by 50% at age 65, to a maximum benefit of \$50,000.

*Termination Age*..... Your insurance terminates at age 70.

#### Extended Health Services (EHS)

*EHS Deductible* ..... Single – no deductible.

Family – no deductible.

*Prescription Drugs Deductible*..... Non per-prescription deductible.

*EHS Co-Insurance* ..... 80%

The EHS Co-insurance does not apply to Hospital Accommodation, Vision, or Travel Benefits.

*Prescription Drugs Co-insurance* ..... 80%

*Prescription Drug Plan* ..... Direct Pay

*Hospital Accommodation*..... Semi-Private

*Vision Benefit* ..... \$200 (effective August 1, 2014, \$300) per person every 24 months

*Travel Benefits* ..... Included

*Overall Maximum*..... Unlimited

*Dependent Children* ..... Covered from birth or age 21, or to age 25 if in full-time attendance at a school or university, or to any age if handicapped.

*Termination Age*..... Insurance terminates at your age 70.

**Dental Care**

*Deductible* ..... Single – no deductible  
 Family – no deductible

*Eligible Expenses* ..... Reimbursement      Financial Limit  
 Percentage                      Per person

*Basic Services (includes Endo/Perio)* ..... 80%      \$1,500 per calendar year

*Major Restorative Services*..... 50% (effective August 1, 2014, 60%) Combined with  
 Basic Services

*Recall Exams* ..... Twice in 12 months.

*Dependent Children* ..... Covered from birth to age 21, or to age 25 if in full-time attendance at a school or university, or to any age if handicapped.

*Termination Age*..... Insurance terminates at your age 70.

(a) *Long-Term Disability*

The Employer agrees to provide the following health and welfare plans to eligible regular supervisors and regular administrative employees and their dependants:

*Benefit Amount* ..... 66.667% of your monthly salary, rounded to the next highest \$1.00 if not already a multiple thereof, to a maximum monthly benefit of \$6,000.

*Non-Evidence Maximum* ..... \$2,000

*Best Doctor Services*..... Immediate access to the best medical knowledge.

*InterConsultation™*..... Medical advice and treatment planning.

*FindBestDoc™*..... Identifying the right care provider.

*FindBestCare™* ..... Care management.

*Maximum Income From All Sources*..... 85% of your pre-disability net Salary, if the LTD benefit is non-taxable.

*Elimination Period*..... 119 days

*Maximum Benefit Period* ..... to age 65

*Termination Age*..... Your insurance terminates at age 65.

**25.2 Commencement of Coverage**

(a) Coverage under the provisions of this article shall apply to regular full-time and regular part-time employees who work twenty (20) hours or more per week and shall commence the first day of the calendar month immediately following the completion of the employee's probationary period.

(b) *Casual Employees Working Regular Assignments Exceeding Six (6) Continuous Months*

Casual employees who temporarily fill a specific regular full-time or regular part-time position are entitled to the health and welfare plans specified under this article provided the specific assignment



exceeds six (6) continuous months in duration and the employee works at least twenty (20) hours or more per week. Benefits will apply for the duration of the specified temporary assignment only and shall commence the first day of the calendar month immediately following the completion of ninety (90) days of work at the facility.

Benefits will not apply to casual employees who fill a series of regular full-time or regular part-time positions of less than six (6) months' duration even though the cumulative number of assignments exceeds six (6) months' duration or longer.

### **25.3 Employer to Arrange for Coverage**

The Union recognizes and agrees that the Employer's obligations and liability with regard to providing the benefit and insurance coverage agreed to herein is in all events limited to arranging for the underwriting coverage by the insurer(s) and for the internal procedural administration of the Plans. Should the Employer seek to change the benefit carrier during the term of the collective agreement, the Employer shall consult with the Union first. The Employer will work with the Union to ensure the insurance carrier chosen has an adequate appeal procedure and a positive track-record regarding claims for workers. In the event of any change of benefit carrier, benefits and benefit levels shall remain the same or better.

## **ARTICLE 26 - WORK CLOTHING AND RELATED SUPPLIES**

The Employer will supply suitable gloves and aprons and other protective clothing and or required equipment to employees required by the Employer to wear or use. The Employer will provide any uniforms it requires employees to wear and shall launder them.

This shall include kitchen uniforms and housekeeping tops.

## **ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

### **27.1 Paydays**

- (a) Employees shall be paid biweekly by direct deposit.
- (b) The distribution of paycheque stubs shall be provided at the beginning of the dayshift on payday and shall be in sealed envelopes to ensure confidentiality.
- (c) Paycheque statements shall provide details of all deductions and banks.

### **27.2 Relieving in Higher Rated Positions**

- (a) Where a regular employee within the bargaining unit is temporarily assigned to duties of a supervisory or higher paying position within the bargaining unit, the most senior regular employee who is willing and capable within the same department will be given such assignments and will be paid the supervisor's or higher paying position's rate of pay. Where no regular employee is available or willing to fill such an assignment, it will be offered to the most senior casual employee who is willing and capable to perform the work.
- (b) Where an employee within the bargaining unit is temporarily assigned to specialized duties of a management position which is excluded from the bargaining unit, that employee will be paid ten percent (10%) above their current rate of pay for those days which they perform such specialized duties.

(c) When the Employer is assigning such assignments as in 27.2(b) above, to an employee within the bargaining unit, the Employer will give first consideration to the most senior, available, willing and capable employee within the same department.

### **27.3 Pay on Temporary Assignment**

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

### **27.4 Mileage and Vehicle Allowances**

An allowance per kilometre equal to mileage recognized by Revenue Canada (currently fifty-three cents [53¢] per km) will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

The Employer will pay for reasonable parking expenses incurred by an employee who uses his/her own vehicle in the performance of their duties.

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

## **ARTICLE 28 - NOTICE OF NEW AND CHANGED POSITIONS**

### **28.1 Job Descriptions**

The Employer agrees to supply the President of the Union or his/her designate, with the job descriptions for those classifications in the bargaining unit.

The job descriptions shall include the job specifications and duties of each employee.

### **28.2 New Classifications/Duties**

#### *(a) Notice of New Positions*

In the event the Employer shall establish a new position, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within thirty (30) days of notification.

#### *(b) Notice of Changed Positions*

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

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within thirty (30) days of notification by the Employer. The Employer must respond to the Union's objection in writing within thirty (30) days. If the parties cannot come to an agreement on the wage rate, the Union can file a grievance within thirty (30) days of the Employer's response to the Union's objection or when it was due.

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

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

## **ARTICLE 29 - GENERAL CONDITIONS**

### **29.1 Indemnity**

Except where there has been negligence on the part of an employee, the Employer will:

- (a) exempt and save harmless employees from any liability action arising from the proper performance of his/her duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action.

### **29.2 Copies of Agreement**

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his/her rights and obligations under it. For this reason, the Union shall print and distribute sufficient copies of the agreement to the stewards for distribution to employees on staff.
- (b) All collective agreements shall be printed in a union shop and bear a recognized union label.
- (c) The cost shall be shared equally. The Union will invoice the Employer.

### **29.3 Volunteers and Bargaining Unit Work**

It is agreed that volunteers have a role to fill in the operation of the facility and are an important link to the community being served. Volunteers shall be supernumerary to established positions in the bargaining unit and will not result in the layoff of bargaining unit employees, nor will volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the current practice regarding the use of volunteers, as of the date of execution of this agreement, is consistent with the above.

### **29.4 Personal Property Damage**

Upon submission of reasonable proof, where an employee's personal clothing and needed tools of trade are damaged by a resident or visitor of a resident of the Employer, the Employer shall pay, up to a maximum of one hundred dollars (\$100), for the repair or replacement costs of personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty.

### **29.5 Joint Labour/Management Committee**

- (a) The parties agree to establish a joint committee composed of two (2) employees appointed by the Union and two (2) representatives of the Employer.
- (b) The Joint Committee shall meet at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.

- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) correcting conditions causing misunderstandings;
  - (3) dealing with matters referred to it in this agreement;
  - (4) to review workplace best practices and workload issues.
- (f) Minutes of Joint Committee Meetings shall be transcribed by the Employer and distributed to committee members.

### **29.6 Workload**

The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety-related workload concerns to the Joint Occupational Health and Safety Committee for investigation under Article 22. The Labour Management Committee shall also receive information regarding workload issues.

### **29.7 Employee Access to Leave Records**

Employees shall have access to their own leave records for sick leave, special leave, and vacation. Upon request, these shall be provided within a reasonable period of time.

### **29.8 Elimination of Mandatory Retirement**

The parties agree that no employee covered by the collective agreement will be required to retire at sixty-five (65) years of age. The terms of the collective agreement shall apply to employees who are over the age of sixty-five (65).

## **ARTICLE 30 - TERM OF AGREEMENT**

### **30.1 Duration**

This agreement shall be binding and remain in effect until midnight March 31, 2017.

### **30.2 Notice to Bargain**

- (a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after October 31, 2016, but in any event, no later than midnight on November 30, 2016.
- (b) Where no notice is given by either party prior to October 31, 2016, both parties shall be deemed to have given notice under this section on November 30, 2016.
- (c) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Manager.

**30.3 Change in Agreement**

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

**30.4 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this agreement until such time as either party discontinues negotiations.

During the term of this collective agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.

**30.5 Effective Date of Agreement**

The provisions of this agreement shall come into full force and effect on the date of ratification unless otherwise specified.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Norman Jones  
President

\_\_\_\_\_  
Rena Leidenius  
Bargaining Committee Member

\_\_\_\_\_  
Audrey Norman  
Manager

\_\_\_\_\_  
Maria Fatima Darwin  
Bargaining Committee Member

\_\_\_\_\_  
Katie Lovallo  
Human Resources

\_\_\_\_\_  
Chad McQuarrie  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPENDIX 1  
Wage Schedule**

**Classifications and Hourly Rates**

Position	Upon Ratification	April 1, 2015	April 1, 2016
Activity Coordinator	17.38	17.98	18.59
Dining Room Prep Cook	14.98	15.28	15.59
Dining Room Server	14.98	15.28	15.59
Dining Room Supervisor	18.57	18.95	19.32
Dishwasher	13.93	14.21	14.50
Front Desk	14.98	15.28	15.59
Front Desk (day shift)	16.88	17.22	17.56
Housekeeper	15.08	15.49	15.90
Lead Housekeeper	17.38	17.98	18.59
Night Attendant	14.98	15.28	15.59
Sous Chef/Cook	16.98	17.42	17.87

*Lead hand premium: \$1.00/hour*

*Night Shift Premium: \$0.75/hour*

*Evening Shift Premium (4 pm – 12 am): \$0.25/hour*

**APPENDIX 2  
Casual Employees**

**Part 1 – Casual Employees**

- (a) Casual employees, who have been employed for thirty (30) days with the Employer and who work on a proclaimed statutory holiday as per Clause 16.1 shall be paid time and one-half (1½x) if they have worked ten (10) days in the past thirty (30) days in addition to the statutory holiday.
- (b) Casual employees shall receive four percent (4%) in lieu of statutory holiday pay. Casual employees shall have the option to have vacation pay on each paycheque or to have it paid out at the end of the calendar year. Casual employees shall advise the Employer by December 15<sup>th</sup> of each year which option they prefer for the following calendar year. Newly hired casuals shall have this option and the Employer will canvass employees as to their option. Casuals who are filling a long-term assignment of six (6) months or greater may request a leave without pay in lieu of vacation.
- (c) Casual employees are covered by the following provisions of the collective agreement:
- (1) Article 1 - Purpose of Agreement
  - (2) Article 2 - Recognition of the Union
  - (3) Article 3 - Union Security
  - (4) Article 4 – Check-off of Union Dues
  - (5) Article 5 - Employer and Union Shall Acquaint New Employees
  - (6) Article 6 - Employer's Rights

- (7) Article 7 - Employer and Union Relations
- (8) Article 8 - Grievances
- (9) Article 9 - Arbitration
- (10) Article 10 - Dismissal, Suspension and Discipline
- (11) Article 11 - Seniority
- (12) Article 12 - Vacancy Posting
- (13) Article 14 - Hours of Work; except for 14.3(a)(e)(g)
- (14) Article 15 - Overtime, except for 15.5, 15.6 (c) and 15.8
- (15) Article 16 - Statutory Holidays except for 16.3, 16.4 and 16.5
- (16) Article 19 – Workers' Compensation
- (17) Article 31 – Maternity and Adoption
- (18) Article 22 – Occupational Health and Safety
- (19) Article 25.2(b) – Health and Welfare
- (20) Article 26 - Work Clothing and Related Supplies
- (21) Article 27 - Payment of Wages and Allowances, except 26.2
- (22) Article 28 - Notice of New and Changed Positions
- (23) Article 29 - General Conditions
- (24) Article 30 - Term of Agreement
- (25) Appendix 1- Wage Schedule
- (26) Appendix 2 –Casual Call-in
- (27) Appendix 3 – List of Arbitrators

- (d) Casual employees shall be paid in accordance with the job category in which they are employed.
- (e) A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.
- (f) Casual employees filling a temporary assignment of six (6) months or greater will be considered regular employees for the duration of their temporary assignments.

## **Part 2 - Casual Employee Probationary Period**

- (a) Casual employees shall serve a probationary period of three hundred and eighty (380) hours of work.
- (b) A casual employee who has not completed probation under this clause and who is successful in acquiring a regular position shall continue to serve a probationary period of three hundred and eighty (380) hours, but does not have to serve additional probationary hours due to the change of employment status or position.
- (c) Where a casual employee who has completed probation is successful in acquiring a regular position, such employee shall not be required to serve another probationary period under Article 12, but will be required to complete the qualifying period under Clause 12.4.
- (d) *Seniority While in Receipt of WCB Wage-Loss Income*

Casual employees who are absent from work and in receipt of WCB wage-loss replacement benefits as a result of an injury sustained in the course of their employment with the Employer shall continue to accrue seniority as if they were available to work and in doing so they shall maintain their same relative position on the seniority list.

**Part 3 – Casual Call-in****(1) Part-Time Employees***The Casual Register*

(a) Part-time employees may apply for casual work as long as this does not conflict with their regularly scheduled hours of work. For example, a situation where a conflict occurs is if you are scheduled for a shift (i.e., six [6] hours) and another shift (i.e., seven and one-half [7½] hours) becomes available on the same day.

Part-time employees may apply for casual work in more than one classification.

If the part-time employee has already worked in the additional classification(s) then they shall be deemed qualified to be added to the casual list for that/those classification(s).

If the part-time employee has not already worked the additional classification, the Employer may require them to complete an orientation in that classification. Such orientations cannot be unreasonably withheld and shall be provided to part-time employees who have made such a request by seniority.

Note: Exception to the conflict rule would be an opportunity to work in a higher rated position assignment pursuant to Article 27.2.

(b) A part-time regular employee must submit an additional casual availability form only when that employee wishes to change his/her casual availability.

(c) Once part-time employees have provided notice of availability in writing, they will be placed on the casual register, in order of seniority.

**(2) Casual Employees***The Casual Register*

(a) Casual employees shall be called in to work in order of their seniority, and laid-off in reverse order of seniority within a job classification. Employees may apply to work in other classifications/departments. Such employees must meet the qualifications (including suitability) as set by the Employer, and will have to successfully complete the orientation for the position before being registered for casual work in that classification. Such orientations, once requested cannot be unreasonably denied.

(b) Casual employees must notify the Manager/designate, in writing, when hired, of their availability for casual work. A casual employee must submit an additional availability form only when that employee wishes to change his/her availability.

(c) Casual employees have the right to refuse one shift per month from their "stated availability" submitted to the Manager. If a casual employee refuses six shifts within a five (5) month period, on the sixth refusal, he/she will lose all his/her seniority and be placed on the bottom of the casual call-in list.

Further, if this employee then refuses three (3) shifts within a three (3) month period, he/she will be deemed to have terminated his/her employment.

**(3) Procedure for Calling Part-Time and Casual Employees for Casual Work**

(a) Casual and part-time employees are eligible to provide up to one phone number in which to be contacted at for casual shifts.



- (b) For block shifts or shifts that occur beyond twenty-four (24) hours, all staff (part-time and casual) shall be called for the shift, if they are eligible to take it.
- (c) If a shift will put an employee beyond regular hours (i.e., overtime), then that employee shall not be eligible to pick up that shift.
- (d) The log will be kept of all calls made for casual call-in. The log book shall show:
- (1) the date
  - (2) employee called
  - (3) time called
  - (4) the position/shift being called to fill
  - (5) the outcome of the call (accept, decline, no answer, answering machine, message left)
  - (6) signature of caller
- (f) If no answer after six (6) rings, the caller shall make note in the log book and move to the next available employee on the casual register. If an answering machine is reached or person is available to take a message, the caller shall leave a message saying "*This is \_\_\_\_ from Sherwood House calling, please call us regarding an available shift*" and note "*answering machine*" or "*message left*" in the log book. The caller will then proceed down the list as outlined in Point 2 (a) above.
- (g) If an employee returns a call from a message left and the shift remains unfilled, offer it. If the shift vacancy has been filled, advise the employee that the shift is no longer available.

**APPENDIX 3**  
**List of Arbitrators/Investigators**

Mark Brown  
Irene Holden  
Judi Korbin  
Vince Ready

**MEMORANDUM OF AGREEMENT #1**  
**Limitation on Two (2) Hour Shifts**

The parties agree that the Employer's use of two (2) hour shifts will be limited to the current practice of one (1) two (2) hour shift, seven (7) days per week to be filled by those employees performing primarily dishwashing duties. Any other duties would be in the Kitchen or Dining Room departments.

**MEMORANDUM OF AGREEMENT #2**  
**Exclusions**

The parties agree to the following exclusions from the bargaining unit:

- Manager of Sherwood House
- Chef position

The Dining Room Supervisor is excluded on an incumbent only basis.

**MEMORANDUM OF AGREEMENT #3**  
**Harassment**

**Harassment by Residents, Residents' Family Members or Residents' visitors**

The Employer and the Union recognize the benefit to be derived from a work environment free from harassment. The parties agree to foster and promote such an environment.

An employee allegedly being harassed by a resident, a resident's family member or a resident's visitor shall register the complaint in writing to the manager either directly or through the Union. The manager shall deal with the complaint with all possible confidentiality.

"*Harassment*" is defined as:

Deliberate actions that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose toward an individual or individuals by a resident, a resident's family member or a resident's visitor that constitute personal harassment or bullying or any of the prohibited grounds of discrimination under the BC *Human Rights Code* including age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status or conviction of an offence for which a pardon was granted.

The manager shall investigate the allegation and take action appropriate to resolve the matter.

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 advise what action, if any, was taken.

Unresolved complaints of harassment under this provision may be submitted by the complainant through the Union to an independent investigator to be mutually agreed upon by the Employer and the Union.

The Employer will make every reasonable effort to implement the investigator's recommendations. The Employer will provide the Complainant with the details of actions taken to resolve the matter in writing.

Allegations of harassment which are found to be vexatious in nature may be cause for discipline.

Complaints made under this provision shall not be subject to the grievance procedure except to the extent necessary to ensure that the complaint has been investigated and the process adhered to by the Employer. Nothing in this provision limits any existing rights of the Union or any employee under this collective agreement.

**MEMORANDUM OF AGREEMENT #4**  
**Harassment**

**Employer Investigation of Resident Complaints Against Employees**

Should the Employer receive a complaint from a resident or a resident's family member or advocate, the Employer will conduct an objective investigation into such a complaint.

The employee who is the respondent of the complaint, will be provided a copy of the complaint and will be provided the opportunity to have a steward represent them in the investigative meeting with the Employer. If the respondent is a steward such employees have the right to have a staff rep as their representative. The employee will be provided an opportunity to respond to the complaint prior to the Employer making any judgements or determinations regarding the complaint.

The employer will not direct employees to meet with the complaining resident or resident's family member or advocate directly in this process

**LETTER OF UNDERSTANDING #1**  
**Workload**

The parties will meet at least annually through the Joint Labour-Management Committee to review workload issues.

The Joint Labour-Management Committee will develop or agree to a workload survey.

The Employer will ensure that all bargaining unit members are provided with a copy of the survey. This will give bargaining unit members full input into the workload review and completed surveys will be collected and reviewed by the Joint Labour-Management Committee.

The Employer will give reasonable consideration to all recommendations made by the Labour-Management Committee with a focus on resolving workload issues.

**LETTER OF UNDERSTANDING #2**

The parties acknowledge that Mary Ellen Rennie and Rena Leidenius perform administrative duties outside of their posted classified positions on a regular basis.

Accordingly, for the duration of this collective agreement, the following wage adjustments shall be made:

- (a) Mary Ellen Rennie shall receive a ten percent (10%) adjustment while acting as duty manager in the absence of the general manager.
- (b) Rena Leidenius shall receive an additional fifty cents (50¢) per hour upon ratification to be increased to seventy-five cents (75¢) per hour on April 1, 2015, over and above her posted rate.