

DRAFT

COLLECTIVE AGREEMENT

between the

WELL BEING SERVICES (NSV) LTD.

and the

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

Effective from July 20, 2016 to July 19, 2019

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DEFINITIONS

For the purpose of this agreement:

- (1) "*basic pay*" - means the rate of pay in each wage schedule;
- (2) "*employee*" - means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees;
- (3) "*Employer*" - means Well Being Services (NSV) Ltd.
- (4) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;
- (5) "*leave of absence without pay*" - means to be absent from duty with permission but without pay.
- (6) "*Union*" - means the B.C. Government and Service Employees' Union.
- (7) "*month*" - means calendar month unless otherwise specified.
- (8) "*one year*" - equals 1950 hours worked.
- (9) "*spouse*" - is an employee's married or common-law spouse.
- (10) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (11) "*immediate family*" – means spouse, common-law spouse, parent, stepparent, foster parent, child, legal stepchild, legal ward, legal guardian, brother, sister, stepbrother, stepsister, grandchild, grandparent, grandparent-in-law; mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law of the employee.

The parties agree that portions of the collective agreement may be 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 - PURPOSE OF AGREEMENT

1.1 Purpose of Agreement

The purpose of this agreement is to establish, an effective working relationship at all levels in which members of the bargaining unit are employed and maintain orderly collective bargaining procedures between the Employer and the Union.

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, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered;

(c) if a mutual agreement cannot be achieved, as referenced in (b) above, the matter shall be arbitrated pursuant to Article 9 – Arbitration 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 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.

1.5 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 General Manager either directly or through the Union, to the General Manager. The General Manager shall deal with the complaint in a confidential manner.

The General Manager shall investigate the allegation within 14 days and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within 14 days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

Unresolved complaints of sexual harassment under this provision shall be submitted by either the Union or the Employer to the investigator under Clause 8.15.

If the Employer fails to act upon the agreed to recommendations of the investigator, or if the action taken by the Employer is not consistent with the recommendations, the Employer's decision may be considered as not having been determinative of the complaint. Union or the employee may refer the Sexual Harassment complaint to Human Rights.

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

Allegations of sexual harassment which are found to be made in bad faith shall be cause for discipline, up to and including dismissal.

1.6 Personal and Psychological Harassment

The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of the employees meets the acceptable social standard of the workplace. 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 General Manager either directly or through the Union. The General Manager shall deal with the complaint with all possible confidentiality.

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

If the employee is not satisfied with the decision of the Regional Manager, he/she may refer the complaint onto an independent investigator. The independent investigator will be agreed to by the parties. Cost of the independent investigator shall be cost shared by the parties on a 50/50 basis.

Personal and psychological harassment means objectionable conduct that an individual would reasonably conclude:

- (a) creates a risk to a worker's psychological or physical well-being or causes a worker substantial distress or to be humiliated or intimidated; or
- (b) is discriminatory behaviour based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity that causes substantial distress; or
- (c) is serious inappropriate conduct by a person that serves no legitimate work related purpose; and
- (d) is repeated or persistent or may be a single serious incident.

The General Manager shall investigate the allegation within 14 days and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union the Employer shall notify the Union within 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 shall be submitted by either the Union or the Employer to the investigator under Clause 8.15.

If the Employer fails to act upon the agreed to recommendations of the investigator, or if the action taken by the Employer is not consistent with the recommendations, the Employer's decision may be considered as not having been determinative of the complaint.

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

Allegations of harassment which are found to be made in bad faith shall be cause for discipline, up to and including dismissal.

ARTICLE 2 - RECOGNITION OF THE UNION

2.1 Bargaining Agent or Recognition

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

2.2 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees included in the certification issued by the Labour Relations Board, except those excluded by mutual agreement of the parties or by the Labour Relations Board.
- (b) During the life of this agreement where a dispute arises as to whether or not an individual is an employee within the bargaining unit, it shall first be discussed by the parties. If the parties fail to reach a satisfactory settlement it shall be dealt with pursuant to the relevant sections of the *Labour Relations Code*.

2.3 Correspondence

- (a) The 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 clause in this agreement, shall be forwarded to the President of the Union or his/her designate.

2.4 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer.

2.5 No Discrimination for Union Activity

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.

2.6 Human Rights Code

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

2.7 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select two stewards and one alternate to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates.
- (c) A steward or his/her alternate shall obtain the permission of his/her immediate General Manager or designate before leaving his/her work to perform his/her duties as 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 General Manager or designate.
- (d) Duties of the steward are:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes involving the Employer;
 - (4) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
 - (5) attending meetings called by management.

2.8 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites shall be within Highgate, Assisted Living Kitchen & Home Support Worker Office. The exact location of the bulletin boards within the sites shall be determined by mutual agreement at the local level. Use of the bulletin board shall be for the sole use of the Union. Bulletin boards provided pursuant to this article shall be at least 24"X 32" in diameter.

2.9 Badges, Insignia and Union Shop Cards

- (a) A union member shall have the right to wear a union pin or badge displaying the recognized insignia of the Union. The Union agrees to furnish to the Employer union shop cards for the Employer's places of operation, to be displayed on the premises at a mutually agreed location. Such cards 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".

2.10 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this agreement shall have the right to refuse to cross a legal 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 all benefits.
- (b) Failure to cross a legal 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 Relations Code* of British Columbia shall be authorized and permitted to cross a legal picket line.

2.11 Unpaid Leave for Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted with 14 days written notice for the purposes listed below. Such leave 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; or
 - (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.
- (b) Leave of absence with pay shall be granted with seven days written notice to employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee and to carry on negotiations with the Employer. The Union agrees to reimburse the Employer within 28 days of the billing from the Employer.
- (c) This provision does not apply to employees who are hired by the Union for a period greater than six months. Requested leave for union business will not be unreasonably denied.
- (d) To facilitate the administration of Clause (a) when leave without pay is granted, the leave shall be given with basic pay and benefits. 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. The Union agrees to reimburse the Employer within 28 days of the billing from the Employer.
- (e) 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 and subject to employer approval. Employees granted such leave of absence shall retain all rights and privileges with no loss of seniority accumulated prior to obtaining such leave. Long-term leave of absence without pay and without loss of seniority will be granted:

- (1) for employees selected for a full-time position with the Union for a period of one 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 years;
- (3) for an employee elected to anybody to which the Union is affiliated for a period on one year.

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

2.12 Membership Information

- (a) The Employer agrees to provide to the Union, once a year, the month of January, a list of all union members, position title and employee status known to the Employer. The Employer shall provide the information to the Union by way of email, hard copy or facsimile.
- (b) 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.

ARTICLE 3 - UNION SECURITY

- (a) Employees covered by the Union's certification who were employed by the Employer and were not a member of the Union prior to the date of certification, shall have the option of applying for membership in the Union which membership they shall maintain. Employees hired after the date of certification are required to become members of the Union as a condition of employment.
- (b) Nothing in this agreement shall be construed as requiring a person who was an employee prior to the certification date, July 20, 2010, to become a member of the Union.

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. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose.
- (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.

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.

- (c) All deductions shall be remitted to the President of the Union not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide a list of names 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) When 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 1st of the succeeding year.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

(a) 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.

(b) A new employee shall be advised of the name and location of his/her steward.

(c) Whenever the steward is employed in the same work area as the new employee, the employee's General Manager or designate will introduce him/her to the steward, who will provide the employee with a copy of the collective agreement.

(d) 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 15 minutes some time during the first 30 days of employment.

ARTICLE 6 - MANAGEMENT RIGHTS

The Union acknowledges that the management, operation, and direction of its workforce, including the scheduling of employees, is vested solely with the Employer unless this agreement otherwise specifies.

6.1 Rights Reserved

The Union recognizes and agrees that except as specifically and expressly abridged, restricted, granted or modified by this agreement, all of the rights, powers and authority which the Employer had prior to the signing of this agreement are retained solely and exclusively by the Employer, including but not limited to management, operation, direction of its workforce and scheduling of employees.

6.2 Employer Rules

The Employer may make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees, except that such rules of conduct may not be in breach of the collective agreement.

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 similarly, the Employer shall supply the Union with the names of the General Manager or designate with whom the Union may be required to transact business.

7.2 Union Bargaining Committee

- (a) A union bargaining committee shall be elected and consist of a maximum of three representatives and one alternate of the bargaining unit.
- (b) Leave of absence to attend bargaining committee meetings and negotiation sessions shall be administered in accordance with Clause 2.11 – Unpaid Leave for Union Business.

7.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to BCGEU staff for the purpose of meeting or negotiating with the Employer, in addition to investigating or assisting in the settlement of workplace disputes or grievances.
- (b) The union representative shall provide reasonable notice to the General Manager or his/her designate 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.

7.4 Regular Employees

A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work minimum seven and one-half hours per day, and an average of 37½ hours per week. A regular full-time employee is entitled to all of the benefits outlined in this agreement.

- (a) A regular part-time employee is one who is appointed to a regularly scheduled position but works less than 37½ hours per week. A regular part-time employee who works 20 hours or more per week will be entitled to benefits as outlined in this agreement.
- (b) A casual employee is one who is not scheduled for continuous work, but scheduled for staff replacement such as vacation, illness, injury and increased service hours when not accepted by a regular employee. A casual employee is not considered a regular employee.

7.5 Casual Employees

- (a) A casual employee is one who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:
 - (1) paid leave relief;
 - (2) unpaid leave relief;
 - (3) temporary increase of workload situations.

(b) Casual employees are covered by all provisions of the collective agreement except as follows:

- (1) Clause 12.4 Probationary Period;
- (2) Clause 14.3 Scheduling Provisions (a)(e)(g);
- (3) Clause 15.6 Overtime Compensation (c);
- (4) Clause 15.7 Callback;
- (5) Clause 15.9 Shift Exchanges;
- (6) Article 16 Paid Holidays;
- (7) Article 17 Annual Vacations;
- (8) Article 18 Sick Leave;
- (9) Article 19 Workers Compensation;
- (10) Article 20 Special and Other Leave;
- (11) Article 21 Maternity and Parental Leave;
- (12) Article 24 Health and Welfare Plans; and
- (13) Clause 26.3 Pay on Temporary Assignment

Casual employees shall be paid in accordance with the job category in which they are employed.

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.

(c) *Statutory Holidays*

Casual employees who work on a proclaimed statutory holiday shall be paid as follows:

- (1) Time-and one-half for all hours worked on:

| | |
|----------------|------------------|
| New Year's Day | BC Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Boxing Day |
| Good Friday | Labour Day |
| Christmas Day | Family Day |

Any other holiday proclaimed as a holiday by the federal government or the government of the Province of British Columbia shall be a paid holiday.

An employee shall have the option of working Boxing Day and Easter Monday if her worksite is open in exchange for two paid days off to observe religious holidays and/or other ethno-cultural holidays other than those referenced in this article. Employees exercising this option shall not be entitled to compensation on Boxing Day and Easter Monday and shall provide the Employer with the dates of the alternative two days for which leave will be requested. It is understood that this clause involves no increased costs to the Employer.

(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.

(e) *Casual Availability – Letter of Appointment/Minimum Hour Requirements*

All casual employees shall receive a letter of appointment immediately upon recruitment clearly confirming their employment status and their classification. This letter shall also confirm the casual employee's days and times of availability for work of a casual nature.

The letter shall specify that in order for the casual employee to maintain employment, the casual employee shall work a minimum of 225 hours over any calendar year, prorated for partial years of employment.

By April 30, 2016, casual availability shall be confirmed for current employees and include the minimum hour requirement.

Except where a casual employee can demonstrate bona fide reason(s), the casual employee shall be removed from the casual list and her employment will end, if she fails to work 225 hours in a calendar year. A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee 225 hours over the 12 month period.

Mid-way through the calendar year, a casual employee who has worked fewer than 225 hours will not be notified of the number of casual hours worked.

7.6 Casual Employee Probationary Period

(a) Casual employees shall serve a probationary period of 488 hours of work or six months, whichever is first. During the said probationary period, casual employees may be terminated for unsatisfactory service. The Employer shall demonstrate valid work related reasons as to why a probationary employee has been dismissed. This includes, but is not limited to, the employee not meeting the Employer's defined standards and quality of care and teamwork. The burden of proof for unsatisfactory service shall rest with the Employer.

(b) A casual employee who has not completed their probationary period under this article and who is reclassified in a different position title shall be required to complete their probationary period and to concurrently complete a trial period in accordance with Clause 12.5 Trial Period.

(c) A casual employee who has completed probation and is awarded a new job in a different position title shall not be required to serve another probationary period under Clause 12.4 Probationary Period but will be required to complete a trial period in accordance with Clause 12.5 Trial Period.

7.7 Casual Employee Vacation

Casual employees shall receive 4% vacation pay on each paycheque.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

(1) 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

(2) the dismissal, discipline or suspension of an employee bound by this agreement.

(b) 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 General Manager or designate. 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.

A grievance shall not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and his/her General Manager or designate in accordance with Step 1 of the grievance procedure.

The aggrieved employee shall make every reasonable effort to discuss the matter with the General Manager or his/her designate in a timely manner.

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 - Step 2, must do so not later than:

- (a) 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) 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 - Time Limits to Present Initial Grievance, 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 General Manager or designate through the union steward.

(b) The General Manager or 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 21 days of receiving the grievance at Step 2.

8.6 Step 3

The President of the Union or his/her designate, may advance a grievance at Step 3 within:

- (a) 21 days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or
- (b) 21 days after the Employer's reply was due.

8.7 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within 14 days of receipt of the grievance at Step 3.

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3 and pursuant to Article 9 - Arbitration, the President or his/her designate may inform the Employer of his/her intention to submit the dispute to arbitration within:

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

8.9 Administrative Provisions

- (a) Grievances and replies to the grievance procedure, including notification to arbitrate, shall be by priority post, facsimile or email.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.
- (c) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

8.10 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the General 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 3 and pursuant to Article 9 - Arbitration, the Employer may inform the President or his/her designate of his/her intention to submit the dispute to arbitration within:

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

8.11 Time Limits

If the President of the Union or his/her designate, an employee, fails to process a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither party will be deemed to have prejudiced its position on any future grievance.

8.12 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.

8.13 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 General Manager, his/her designate or the Union within 14 calendar days of the occurrence. Where no satisfactory agreement is reached, either party, within a further 14 calendar days, may submit the dispute to arbitration, as set out in Article 9 of this agreement.

8.14 Dismissal or Suspension

Employees dismissed or suspended for just cause shall have the right to submit a grievance to the General Manager or designate commencing at Step 3 within 14 days of the employee receiving notice of dismissal or suspension.

8.15 Investigator

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any questions as to whether a matter is arbitrable, during the term of the collective agreement, an arbitrator from an agreed upon list of arbitrators listed in Appendix 3 shall at the request of either party:

- (a) investigate the difference; define the issue in the difference; and
- (b) make written recommendations to resolve the difference within five days of the date of receipt of the request and for those five days from that date time does not run in respect of the grievance procedure.

Each party shall pay one-half of the fees and expenses of the Investigator described within this article.

The parties agree that this procedure will not be invoked until the grievance procedure has been completed.

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 party may, after exhausting the grievance procedure in Article 8 - Grievances, notify the other party within 30 days of the receipt of the reply at the third 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, the parties shall have 14 days to agree on a single arbitrator. Failing such agreement, either party may request that a single arbitrator be appointed pursuant to the *Labour Relations Code* of British Columbia.
- (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 he/she shall make every effort to do within seven days.

9.5 Expenses of Arbitration

Each party shall pay one-half 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 arbitration as outlined in this article.

Where a party refers 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;
- (c) the Arbitrator shall hear the grievances and shall render a decision within five working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- (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 selected from the list on Appendix 3 or a substitute mutually agreed to by the parties.

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

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, except in the case of a probationary employee then Clause 7.6 or 12.4 will apply.

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.

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand, letters of 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 employees written request any such document, other than employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been any further infraction.
- (c) The Employer agrees not to introduce as evidence in a hearing any documentation from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 Performance Appraisals

- (a) 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 48 hours of receipt of the appraisal. The form shall provide for the employee's signature in two 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.
- (b) An employee shall, upon request, receive a copy of this evaluation report at the time of signing.
- (c) All final performance appraisals shall form part of the employee's record.
- (d) If the employee doesn't submit a grievance on the content of the appraisal within 21 days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a permanent 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 notice, prior to having access to such file.
- (b) Access to the file shall not be later than four business days after notice is given.
- (c) The General Manager or designate will be present during any employee personnel file review as described in this article. Employees shall be given a copy of any document within their personnel file that they request a copy of at the time of such request or in any event not later than four business days from the date the request was made.

10.6 Right to Have Steward Present

- (a) Where a general manager or designate intends to interview an employee for disciplinary purposes, the General Manager or designate must notify the employee in advance of the purpose of the interview in order for the employee to have a reasonable period of time to contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) Where a general manager or designate intends to interview a shop steward for disciplinary purposes, the steward shall have the right to a staff representative of the Union and to have another steward at any disciplinary discussion with General Manager or designate, providing that this does not result in an undue delay of the appropriate action being taken.
- (c) This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

10.7 Employment Abandoned

Any employee who fails to report for work and does not notify his/her general manager or designate within four workdays, and who cannot give an acceptable reason for his/her absence, shall be

considered as having abandoned his/her position. 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.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

(a) Seniority shall be defined as the length of the employee's continuous employment and shall be credited seniority based on straight-time hours paid since the date of employment with the Employer.

(1) Straight-time paid hours shall include time spent on:

(i) paid holidays;

(ii) paid vacation;

(iii) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Section 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;

(iv) paid sick leave;

(v) union leave;

(vi) maternity, parental and adoption leave;

(vii) other approved paid leaves of absence.

(b) For the purpose of part six above, straight-time paid hours shall be estimated based on the employees regularly scheduled shifts the employee would have worked during the leave.

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

(d) Effective the date agreed to by the parties, all bargaining unit members including NSV Receptionist, prior Compass Employees and prior Mid Island Janitorial Employees shall be credited with seniority calculated in the same manner as all employees within the Well Being (NSV) bargaining unit. The parties recognize that all employee groups worked within the certification addresses at Nanaimo Senior Village since the BCGEU date of certification at the labour board for "*all employees*" of the worksite addresses.

11.2 Seniority Lists

Seniority lists for all employees shall be posted within the first two weeks of the months of January, April, July and October. The seniority lists shall clearly show the date the list was posted by the Employer and shall include the name, position title, status 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 and to the bargaining unit stewards. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the 30 days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this agreement.

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 12 months;
- (d) he/she abandons his/her position in accordance with Clause 10.7 – Employment Abandoned;
- (e) he/she is on layoff and fails to report when recalled for work for an ongoing nature within seven calendar days after being notified of recall by registered mail from the Employer.
- (f) he/she is promoted to an excluded position and does not return to the bargaining unit within six months, unless an extended leave is mutually agreed upon between the Union and the Employer.

11.4 Same Service Seniority Date

Where seniority hours are equal, seniority will be determined by the date on the employee's hire letter. If the date on the hire letter is the same, seniority will be determined alphabetically by last name.

ARTICLE 12 - VACANCY POSTING

12.1 Postings

- (a) A posting shall be required for regular vacancies or new positions where the Employer determines that the vacancy shall be filled.
- (b) The Employer agrees to post the 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. Posting shall be opened to all employees in the bargaining unit.

The posting shall contain the following information: title of the job, qualifications, nature of the position, worksite, unit and/or shift, present hours of work, wage rate or range. All postings shall also state "*this position requires union membership*".

- (c) If a regular employee shall take a leave that is assumed to last more than one month, such a vacancy will be posted as a temporary position. If the incumbent does not return, and the General Manager or designate determines that the service hours are expected to continue, the vacancy will be posted as a regular position.
- (d) If a vacancy is posted and filled by an employee currently in the bargaining unit, the successful applicant will be notified within one week of the decision being made and the name of the successful candidate will be posted on the bulletin board.
- (e) 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.
- (f) A copy of the job posting shall be sent to the staff representative of the Union and an additional copy shall be given to the Chairperson of the Bargaining Committee.

(g) Postings for flexible shifts will contain the current hours of the position and clearly state that hours may fluctuate between four guaranteed hours per day (20 hours per week), and eight hours per day (40 hours per week).

(1) Employees who post into any temporary vacancy are expected to complete the term of the vacancy. This shall not apply in circumstances where a new temporary assignment provides additional hours and/or eligibility for Health and Welfare Benefits.

(2) Notwithstanding (1) above, an employee who posts into a temporary vacancy may apply for a subsequent temporary vacation without completing the current temporary assignment once per calendar year.

12.2 Temporary Hours

(a) Ongoing non-relief hours (increased service hours) that have not been assigned to a regular employee will be considered temporary and will be offered to employees, as per the procedures outlined in Appendix 2.

(b) If a casual employee has worked an average of 20 hours or more per week, as described in (a) above, for three consecutive months, he/she will be entitled to the benefits of a regular employee, as described in this agreement. When such temporary work is no longer needed the benefits will cease.

(c) Where ongoing, non-relief hours, have been available, as described in (a) or (b) above, for more than six months, and it is reasonably believed that they will continue, such hours will be posted as a new position.

12.3 Selection Criteria

The successful applicant will be determined on qualifications, knowledge, skills, experience, and seniority. Equal weight will be given to each of the criteria. Where two or more applicants are equal, the one with the greater seniority will be selected.

Seniority shall be calculated at the end of the pay period immediately prior to the posting.

No employee applying for the same classification but a new work line shall be denied a posting based on the above selection criteria. They shall receive the new work line within their classification prior to the position being filled by the Employer based on this article.

An employee will not be eligible to apply for, be offered and then accept more than three different regular positions/lines within any three month period of time.

12.4 Probationary Period

It is understood that all new employees will be subject to a probationary period of 488 hours worked or six months, whichever is first. The Employer may dismiss a probationary employee for unsatisfactory service.

12.5 Qualifying Period

(a) When an existing regular employee is awarded a new job in a different classification, the employee shall be deemed qualified in the new job after a period of 60 work shifts or 488 hours worked whichever comes first. In the event the successful applicant proves unsatisfactory in the new position during the qualifying period or if the employee is unable to perform the duties of the new job classification, the employee will 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.

(b) An employee who requests to be relieved of an awarded position during the qualifying period shall return to the employees former job without loss of seniority and perquisites on the same basis as outlined in paragraph (a) of this article.

12.6 Right to Grieve

(a) 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.

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

(c) An unsuccessful applicant may file a grievance at Step 1 within seven calendar days of receipt of the written reasons, outlined above.

(d) 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.

12.7 Vacancy Posting

If a regular employee is absent from his/her position for more than 24 months as a result of medical leave, such position will be posted in accordance with the provision of Article 12. Upon return to work the regular employee shall be returned to work to a position of equal rank and basic pay.

ARTICLE 13 - LAYOFF AND RECALL/JOB FAIRS

13.1 Layoff and Recall

(a) Definition

A layoff occurs when the Employer is unable to provide continuous employment to employees as a result of:

- (1) the elimination of a position(s), work shift(s) and/or line(s); or
- (2) a reduction in hours of work exceeding 10% of an employee's weekly scheduled hours of work.

(b) Order of Layoff

Employees affected by Article 13 shall be laid off by job category in reverse order of seniority within a department.

(c) Options

Employees who are laid off or bumped shall choose one of the following options:

- (1) placement into a vacant position, provided the employee is qualified to do the job; or
- (2) bump the least senior employee with the equivalent number of hours per week or within 10% less hours per week, in the same department, provided the employee is qualified to do the job of the less senior employee; or

- (3) bump the least senior employee in the same department, provided the employee is qualified to do the job of the less senior employee; or
- (4) elect to receive working notice as outlined in Article 13(e) below.

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

(d) *Recall*

Employees on layoff who elect 13(c)(4) above shall be placed on the recall list for three offers of employment in 12 months or whichever comes first. Employees shall be recalled by department in order of seniority subject to ability to do the work available.

(e) *Notice or Pay in Lieu of Notice*

- (1) after three consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one week's wages as compensation for length of service.
- (2) the Employer's liability for compensation for length of service increases as follows:
 - (i) after 12 consecutive months of employment, to an amount equal to two weeks' wages;
 - (ii) after three consecutive years of employment, to an amount equal to three weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of eight weeks' wages.
- (3) the liability is deemed to be discharged if the employee is given notice of termination as follows:
 - (i) one weeks' notice after three consecutive months of employment;
 - (ii) two weeks' notice after 12 consecutive months of employment;
 - (iii) three weeks' notice after three consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight weeks' notice.
- (4) is given a combination of written notice under 13(e) and money equivalent to the amount the Employer is liable to pay, or
- (5) terminates the employment, retires from employment, or is dismissed for just cause.

13.2 Job Fairs

In the event of a reduction of hours affecting a majority of the employees in a classification, and by mutual, written agreement between the Employer and Union, the Employer may utilize job fair process to minimize the disruption to employees and services to clients.

The process to be used for the job fairs is as follows:

- (a) The Employer will post or otherwise provide the proposed schedule for seven calendar days so that impacted regular employees have an opportunity to review it.
- (b) Within a further seven calendar days, the impacted regular employees will select their lines on the new schedule in order of seniority, from the most senior to the least senior.

- (c) Impacted regular employees will have the option of accepting layoff instead of choosing a line on the new schedule. If the employee chooses layoff and received working notice under Clause 13.1(e) Notice or Pay in Lieu of Notice he/she will be placed on the casual and recall lists for 12 months .
- (d) Any regular employee without a line in the new work schedule will be given notice of layoff in accordance with Clause 13.1.
- (e) Any position remaining vacant at the end of the job fair process will be posted in accordance with Clause 12.1 Postings.

ARTICLE 14 - HOURS OF WORK

14.1 Continuous Operation

The workweek shall provide for continuous operation based on a seven day week, 24 hours per day.

14.2 Hours of Work

- (a) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work seven and one-half hours per day, and an average of 37½ hours per week exclusive of unpaid meal periods.

The Employer, with the mutual written agreement of the employee(s) involved, may schedule work to an employee of up to 10 hours per day with a biweekly maximum of 80 hours in order to allow for the continued 4/4 & 6/2 rotations. No employee shall suffer any loss of opportunity of coverage within the positions for not agreeing to work the existing rotation schedule within the provision. This article may mean that the hours of work outside the regular hours be temporarily adjusted to the regular scheduled hours in 14(a) above. Some of the regularly scheduled hours might need to be temporarily adjusted to fit within 14(a) above and part of the shift coverage being offered to other employee(s).

Overtime shall apply if the employee exceeds the daily or weekly hours of work. All other provisions of the parties' collective agreement shall continue to apply.

- (b) A regular part-time employee is one who is appointed to a regularly scheduled position but works less than an average of 37½ hours per week exclusive of unpaid meal periods.
- (c) A casual employee is one who is not scheduled for continuous work, but scheduled for staff replacement such as vacation, illness, injury and increased non-relief hours when not accepted by a regular employee.

14.3 Scheduling Provisions

- (a) The Employer shall arrange all shift schedules and post them at least 14 days in advance of the effective date.
- (b) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of six consecutive shifts without receiving two consecutive days off, otherwise overtime shall be paid in accordance with Article 15 - Overtime.
- (c) There shall be no regularly scheduled split shifts.
- (d) An regular employee reporting for work at the call of the Employer shall be paid a minimum of two hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four hours' pay at his/her regular rate if he/she commences work, with the exception of (k) below.

- (e) Employees may exchange shifts with the approval of the Employer, provided that a minimum of 48 hours advance notice in writing is given and there is no increase in cost to the Employer. In extraordinary circumstances, the General Manager/designate may approve shift exchanges with less than 48 hours' notice. Approval for exchange of shifts shall not be unreasonably withheld.
- (f) If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the eight hour period.
- (g) When a rotation change is made by the Employer, employees affected shall receive 14 days' notice of the change. Regular employees will be entitled to the maximum hours of work as per their current rotation pursuant to (i).
- (h) Should a decrease in service hours occur, and the hours of a regular employee fall below the maximum hours of work pursuant to Clause 14.2(a), all replacement hours will be assigned to that employee. Any casual hours already assigned will be re-assigned to the regular employee.
- (i) Should an increase in service hours occur, regular employees, who have made the request in writing to the General Manager or designate, shall be given priority over casual employees for these hours.
- (j) Where a regular employee exercises seniority rights to work extra service hours, any of which fall within the eight hour period from the finish of the previous shifts, the employee shall not be entitled to overtime referred to in (f) above.
- (k) The Employer will ensure that no regular rotation contains a shift with less than four consecutive hours. Every effort will be made to ensure that service increase hours are scheduled at not less than four hour shifts.

14.4 Shift Differential

Employees working the weekend shift shall be paid a shift differential of 25¢ per hour for the hours worked between 12.01 a.m. Saturday to 11:59 p.m. Sunday.

Employees working the night shift shall be paid a shift differential of 50¢ per hour for the hours worked between 11 p.m. to 7 a.m.

Only one of the above shift differential amounts shall be claimed at any one time.

14.5 Rest and Meal Periods

- (a) There shall be a 15 minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four hours, will receive one 15 minute paid rest period.
- (b) An unpaid meal period of one-half hour will be scheduled as close as possible to the middle of each shift of five hours or more and shall be taken away from the work area. An employee shall not work more than five consecutive hours without a meal break.
- (c) An employee who has been designated by the Employer to be available for work during his/her meal period will receive pay for the meal period at straight-time rates.
- (d) The Employer shall supply a break room for the employees. The break room supplied shall be furnished with a table and chairs, a couch, a fridge for the sole use of the employees, a microwave, and a television with cable.

14.6 Scheduling – Home Support Workers

Schedules for Home Support Workers will include the following:

(a) *Fixed Shifts*

Fixed shift positions have a specific start and finish time and specified daily hours from four to seven point five paid hours per day (20 to 40 paid hours per week).

(b) *Flexible Shifts:*

(1) Flexible schedules have a minimum of four guaranteed hours per day and 20 hours per week, but may be increased up to eight paid hours per day (40 paid hours per week) with a minimum of five calendar days advance notice.

(2) Once a flexible shift has been increased, the hours may also be decreased with five calendar days advance notice provided the hours do not fall below the guaranteed four hours per day (20 hours per week) minimum.

(3) If the required reduction of hours will result in the employee having fewer than four per day (20 hours per week), notice of layoff will be issued.

(4) Postings for flexible shifts will contain the current hours of the position and clearly state the hours may fluctuate between four guaranteed hours per day (20 hours per week) and eight hours per day (40 hours per week).

ARTICLE 15 - OVERTIME

15.1 Definition of Overtime

(a) "*Overtime*" means work performed by an employee in excess of:

- (1) the normal daily hours of a full-time employee; or
- (2) the normal weekly hours of a full-time employee.

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

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

(d) "*Double-time*" means twice 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 General Manager or his/her designate.

15.3 Allocation of Overtime

Overtime shall be allocated equitably. The Employer will ensure that every effort is made to ensure equitable distribution of overtime is applied on a consistent basis.

If the overtime shift will start in 10 hours or less, from when the Employer was first aware of the need for the overtime, it may be filled at the discretion of the Employer.

15.4 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.

15.5 Overtime for Part-Time Employees

(a) 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 per day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the workdays in the workweek of a full-time employee and shall be paid per Clause 15.6 - Overtime Compensation.

(b) 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 for the first four hours of overtime on a regularly scheduled workday;
- (b) double-time in excess of four hours;
- (c) double-time for all hours worked on a day of rest, employees shall not have the day off rescheduled;

Overtime shall be paid on the employee's next regular paycheque.

15.7 Callback

Employees called back to work on their regular time off shall receive a minimum of two hours' overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

15.8 Rest Interval

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

15.9 Shift Exchanges

Overtime shall not be paid as a result of employees voluntarily exchanging shifts in accordance with Clause 14.3(e) - Scheduling Provisions.

15.10 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half hours overtime following his/her scheduled hours of work shall be provided with a meal at the Employer's expense.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

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

| | |
|----------------|------------------|
| New Year's Day | BC Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

Any other holiday proclaimed as a holiday by the federal government or the government of the Province of British Columbia shall be a paid holiday.

An employee shall have the option of working Boxing Day and Easter Monday if her worksite is open in exchange for two paid days off to observe religious holidays and/or other ethno-cultural holidays other than those referenced in Clause 16.1. Employees exercising this option shall not be entitled to compensation on Boxing Day and Easter Monday and shall provide the Employer with the dates of the alternative two days for which leave will be requested at least 30 days prior to the date of the paid day off and 30 days prior to the exchanged paid day listed within this provision. It is understood that this clause involves no increased costs to the Employer.

16.2 Scheduling of Paid Holidays

The Employer shall identify on the work schedule the day which corresponds to the regular full-time employee's statutory holiday entitlement. Every effort will be made to schedule statutory holidays as additions to the regular full-time employee's two regularly scheduled days off so that regular full-time employees will receive as many three day breaks during each year as possible.

Regular part-time employees shall receive an additional 4.3% on each paycheque in lieu of paid holidays listed in Clause 16.1 – Paid Holidays.

16.3 Holiday Falling on a Scheduled Workday

In addition to Clause 16.2 – Scheduling of Paid Holidays, an employee who works on any of the above noted holidays, shall be compensated at the rate of time and one-half for all hours worked and will receive a day off in lieu.

16.4 Holiday Coinciding With a Day of Vacation

Where a regular 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 every reasonable 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. Employees shall indicate their preference in writing on or before November 15th of each year.

16.6 Paid Holiday Pay

Payment for paid 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 60 working days preceding the designated holiday, in which case he/she shall receive the higher rate.

ARTICLE 17 - ANNUAL VACATION

17.1 Entitlement

(a) New employees who have been continuously employed at least six months prior to the commencement of the vacation year will receive vacation time based on total completed calendar months employed to the commencement date.

(b) New employees who have not been employed six months prior to the commencement of the vacation year will receive a partial vacation after six months service based on the total completed calendar months employed to the commencement date.

(c) Employees with one or more years of continuous service shall have earned the following vacation with pay:

Effective January 1, 2014 employees with one or more years of continuous service shall have earned the following vacation with pay:

| Vacation Year | Entitlement |
|--|--|
| Up to 3 years of employment | 10 workdays = 4% pay, based on the employee's gross earnings |
| 3 years of employment to 5 years of employment | 12 workdays = 5% pay, based on the employee's gross earnings |
| 5 years employment and over | 15 workdays = 6% pay, based on the employee's gross earnings |

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

(e) An employee shall not receive pay in lieu of vacation time, except upon retirement or termination.

(f) A single vacation period, which overlaps the end of a vacation year, shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

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 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 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.

17.4 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, the employee's vacation pay shall be based on the proportionate amount of time worked in each position.

17.5 Vacation Scheduling

Scheduling of vacations shall be in accordance with seniority within a worksite. 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 the same manner.

17.6 Vacation Schedules

(a) Employees shall submit their vacation requests to their General Manager or designate on or before:

- (1) November 1st for the period January 1st through April 30th and
- (2) March 1st for the period May 1st through December 31st.

The Employer shall respond to employee vacation requests in writing within 14 days of the dates outlined above.

(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.

17.7 Vacation Pay

Regular employees shall continue to receive their regular paycheque for all regularly scheduled hours during their vacation leave. The annual vacation amount of pay will be equivalent to his/her vacation pay earned.

17.8 Vacation Credits Upon Death

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

17.9 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured during his/her vacation, the employee shall be granted sick 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. Where the parties do not agree, it shall be reinstated for use at a later date. For the purpose of this article, sick leave shall only be reimbursed upon receipt of a medical certificate.

17.10 Vacation Carryover

(a) A regular employee may carry over up to 37½ hours of paid vacation leave per year which must be used in the following calendar year.

(b) A single vacation period, which overlaps the end of a vacation year, shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave

(a) Regular full-time and part-time employees who have completed 488 hours of work at the facility shall be compensated at 100% for five regularly scheduled shifts in a calendar year. Sick days not used within the calendar year will be paid out.

(b) A regular full-time or part-time employee must apply for sick leave pay, in accordance with the Employer's procedures, to cover periods of actual time lost from work owing to sickness. Sick leave pay shall be computed on the basis of regularly scheduled hours lost to illness up to a maximum of five regularly scheduled shifts per year. Sick leave will be paid at the value referred to in 18.1(a) above.

(c) Where an employee's sick leave absences appear to be developing a pattern of consistent or frequent absence from work, the Employer may require medical documentation in addition to a medical certificate for the shifts missed. The cost of medical certificates or documentation will be borne by the employee.

(d) Leave for medical and dental care – where it is not possible to schedule medical, physiotherapy, optical, and or/dental appointments outside regularly scheduled working hours, reasonable time off for such appointments for employees shall be permitted with the prior approval of the Employer. Sick leave with pay shall be granted.

18.2 Employee to Inform Employer

(a) The Employee shall advise the General Manager or designated person in charge as soon as possible of her/his inability to report to work because of illness or injury, the nature of the illness or injury, and the probable date of her/his return to work.

(b) Employees who are absent from work because of sickness shall contact their General Manager or designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work

(c) Employees who have been absent from work due to illness or injury must provide sufficient 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 30 consecutive days.

(d) Employees may be required to prove fitness to return to work, prior to actually returning to work where it is reasonable and the absence is over three working days.

18.3 Expiration of Sick Leave Credits

(a) At the expiration of paid 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 - Unpaid Leave. 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.

(b) Employees who wish to continue coverage under Article 24 – Health and Welfare Plans may do so provided the employee pays the full cost of the premiums.

18.4 Probationary Period

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

18.5 Third Party Coverage

(a) In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six 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.

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

18.6 Sick Leave Credits

The Employer shall advise employees on each paystub of accumulated sick leave credits, effective January 1, 2012.

ARTICLE 19 - WORKERS COMPENSATION

19.1 Sick Leave/Workers Compensation

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 without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

19.2 Transportation

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

19.3 Benefits While on Compensation

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 – Seniority Defined shall continue to accrue.

(b) Where the Workers' Compensation Board denies an employee's claim (and/or appeal, if applicable), the employee shall reimburse the Employer for any health and welfare premiums paid by the Employer in accordance with Clause 20.5(c) - Unpaid Leave.

19.4 Employee to Contact Employer

- (a) Employees who are absent from work due to a Workers' Compensation Board related injury shall contact their General Manager 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.
- (b) 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 have fully recovered from the compensable injury and are able to perform the full scope of their duties.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Personal Days

Employees are entitled to three personal days of unpaid leave annually. All requests for personal days must be approved by the General Manager or his designate and are subject to operational requirements. The Employer shall not unreasonably withhold approval of requested personal days. There will be no need for the employee to disclose to the Employer the reasons for the personal leave request. These days will be part of the accumulated 20 days of unpaid leave days under Clause 20.5(e).

20.2 Bereavement Leave

- (a) Bereavement leave of absence with pay for up to three consecutive workdays will be granted by the Employer upon request by a regular employee in the event of the death of an immediate family member.
- (b) Up to two additional days without pay will be granted to regular employees for travelling time. These unpaid days will not be part of the accumulated 20 days of unpaid leave days under Clause 20.5(e).
- (c) Such bereavement leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When bereavement leave of absence is granted, any concurrent paid leave credits used shall be restored.
- (d) Every effort will be made to grant additional bereavement leave of absence without pay, if requested by the employee.

20.3 Compassionate Care Leave

- (a) An employee will be granted a compassionate care leave of absence in accordance with the *Employment Standards Act* without pay for up to eight weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 weeks.
- (b) A regular employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:
 - (1) Compassionate care leave, up to a maximum of eight weeks, shall be treated as continuous employment for the purposes of seniority accrual under this agreement.
 - (2) An employee who owns a regular position and returns to work following a leave granted under this provision shall be returned to the regular position providing the position still exists.

20.4 Unpaid Leave for Public Office

- (a) 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.
- (b) The Employer will continue to pay its share of the applicable health and welfare benefits for any leave of absence to a maximum of 20 cumulative working days per calendar year. For any leave of absence in excess of 20 cumulative working days per calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the prorated cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

20.5 Unpaid Leave

- (a) 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 General Manager or designate. Reasonable notice of at least 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 not be unreasonably withheld.
- (b) Any employee who has been granted leave of absence and who over stays such leave, unless permission is obtained or a satisfactory explanation is provided within seven days, shall be considered to have terminated employment without notice, pursuant to Clause 10.7 - Employment Abandoned. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was a reasonable explanation for not having informed the Employer.
- (c) When an employee is away on unpaid leave of absence exceeding 20 cumulative working days the employee shall not accumulate benefits or seniority from the 21st day of the unpaid leave to the last day of the unpaid leave.
- (d) No employee will be entitled to unpaid leave of absence greater than 20 working days in a calendar year. However if by mutual agreement between the Employer and the employee an employee is approved for a leave of absence greater than the 20 working days in a calendar year Clause 11.3 – Loss of Seniority will not apply to any approved leave request.
- (e) The Employer will continue to pay its share of the applicable health and welfare benefits for any leave of absence to a maximum of 20 cumulative working days per calendar year. For any leave of absence in excess of 20 cumulative working days per calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the prorated cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.
- (f) Upon return from leave of absence, the employee will be placed in his/her former position, or if the former position no longer exists, in an equivalent position.

20.6 Education Leave

- (a) An employee shall be granted leave without loss of pay to take courses at the request of 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 or if the former position no longer exists, in an equivalent position.

20.7 Jury Duty and Leave for Court Appearances

- (a) If an employee serves on a non-scheduled workday, the employee is entitled to any money received from the Court for that day.
- (b) An employee required to attend court as a plaintiff or defendant will not be paid by the Employer unless the employee is attending on behalf of the Employer in which case the employee will be considered to be at work and receive pay equal to their scheduled workday and over time pursuant to Article 15, if applicable.
- (c) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE

21.1 Maternity Leave

- (a) A pregnant employee who requests leave under this agreement is entitled to 17 weeks of unpaid leave:
 - (1) *Beginning*
 - (i) no earlier than 11 weeks before the expected birth date; and
 - (ii) no later than the actual birth date.
 - (2) *Ending*
 - (i) no earlier than six weeks after the actual birth date, unless the employee requests a shorter period; and
 - (ii) no later than 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 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 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 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 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 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 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after the event;
 - (3) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event; and
 - (4) for an adopting parent, up to 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 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 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 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.

The employee shall not have an advantage over other employees as a result of such leave.

21.4 Benefit Plan

If an employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of 17 weeks and for an employee on parental leave, a maximum of 37 weeks.

If an employee fails to return to work, the Employer will recover monies paid under this section.

21.5 Sick Leave

Illness arising due to pregnancy during employment, prior to leave of absence, may be charged to normal sick leave.

21.6 Vacation

The employee shall retain vacation credits he/she had accrued immediately prior to commencing the leave and shall continue to earn vacation entitlement, not vacation pay, for the period of time covered by the approved leave. In the case of an employee who extends his/her leave for other than approved medical reasons, vacation entitlement shall not be earned during the extended leave period.

21.7 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity or parental leave shall retain the seniority he/she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which his/her leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave or if he/she does not return to work on the date specified on the notice of return from leave.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Health and Safety Committee

A health and safety committee shall be established. Unless otherwise mutually agreed, the Committee shall be composed of:

- (a) two representatives appointed by the Employer; and
- (b) two representatives or their alternate(s) as appointed by the Union. The union representatives shall be employees at the workplace.

22.2 Committee Responsibilities

The Health and Safety Committee shall function in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers Compensation Act*. Minutes of all safety and health committee meetings shall be kept and copies of such minutes, once a mutual agreement is reached by the Health and Safety Committee, shall be sent to the Employer and the union designate and shall be posted on all union bulletin boards.

22.3 Time to Attend Health and Safety Committee Meetings

Members of the Occupational Health and Safety Committee who attend safety committee meetings outside normal working hours shall be paid at their normal rate of pay.

22.4 Investigation of Accidents

- (a) The Occupational Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee. Incidents will be jointly investigated, by one representative of the Union and one employer representative who will report to the Union and the Employer on the nature and cause of the accident or injury. 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.

- (b) No employee will suffer any loss in pay for time spent investigating workplace accidents.
- (c) In the event of a fatality, the Employer shall immediately notify the President of the Union or his/her designate and the Bargaining Committee Chairperson.

ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

- (a) This article will not interfere with the right of the Employer to make changes in methods of operation as are consistent with technological advances in the long-term care field.
- (b) 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.
 - (1) An employee classified as a regular shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in work 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.
 - (2) Employees affected by technological change will be given 60 days' notice, when reasonable, in advance and allowed a training period to acquire the necessary skills for retaining employment within the facility, commensurate with their seniority and ability.
 - (3) The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb the displaced employee.
- (c) Should a reduction in staff become necessary, Article 13 - Layoff and Recall shall be followed.

ARTICLE 24 - HEALTH AND WELFARE PLANS

24.1 Medical Plan

Eligible employees shall be covered by the British Columbia Medical Services Plan at a family or couple rate if applicable. The Employer will pay 100% of the premium.

24.2 Dental Plan

Eligible employees and their dependants shall be provided with Dental Plan. See Appendix 4 for details of the plan.

24.3 Group Life Insurance and Accidental Death and Injury Plan

Eligible employees shall be provided with a group life insurance and accidental death and injury plan. See Appendix 4 for details of the plans.

24.4 Extended Health Benefits

Eligible employees and their dependants shall be provided with an Extended Health plan. See Appendix 4 for details of the plan.

Effective July 1, 2017, reimbursement of eligible drugs and medicines are subject to the Evidence Based Drug Plan (tiered formulary) found in "My Drug Plan" with Sun Life financial, which reimburses 80% for drugs in tier one, 50% for drugs in tier two and 20% for drugs in tier three.

24.5 Commencement of Coverage

- (a) Coverage under the provisions of this article shall apply to regular full-time and regular part-time employees who are regularly scheduled to work 20 hours or more per week and shall commence on the first day of the calendar month immediately following the completion of the employee's probationary period or three months whichever comes first.
- (b) The Employer shall pay 75% of the premiums. The employee shall pay 25%.

24.6 Change of Carrier

Should the Employer change carriers/provider during the term of the collective agreement, benefits and benefit levels shall remain the same or better. See Appendix 4 for the details of the plan.

ARTICLE 25 - WORK CLOTHING AND RELATED SUPPLIES

- (a) The Employer will supply suitable rubber gloves and aprons or other protective clothing to employees required by the Employer to wear same.
- (b) The Employer shall supply and maintain uniforms for employees who are required to wear same.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Payment of Wages and Allowances

- (a) Employees shall be paid biweekly on Friday by direct deposit.
- (b) The distribution of paystubs shall be on payday.
- (c) The Employer shall provide for the direct deposit of the employee's pay to the participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday.
- (d) The paystub shall show hours paid, year to date hours paid, sick leave credits (effective January 2012), vacation bank (accrued and available).

26.2 Relieving in Higher Rated Positions

- (a) When an employee temporarily relieves (for one shift or more) in a higher paying position included in this agreement for which the basic rate of pay is established, he/she shall receive the rate for the job. When an employee temporarily (for one shift or more) relieves in a higher paying position, he/she shall receive the rate in the salary range which is next higher to his/her present rate.
- (b) Where an employee in the bargaining unit is temporarily assigned by the Employer to a position which is excluded from the bargaining unit, the employee shall receive 8% more than his/her current rate.

26.3 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.

26.4 Mileage

An allowance of 42¢ per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

ARTICLE 27 - NOTICE OF NEW AND CHANGED POSITIONS

27.1 Job Descriptions

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

27.2 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 30 days of notification.

(b) *Notice of Changed Positions*

(1) 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.

(2) Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within 30 days of notification by the Employer.

(3) 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 retroactively to the date on which the changes were implemented.

(4) If no written objection is received by the Employer than the wage rate shall be considered as agreed to.

ARTICLE 28 - GENERAL CONDITIONS

28.1 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.

28.2 Employer Property

Employees must return to the General Manager or his/her designate all employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

28.3 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) The cost of the printed agreement shall be shared equally between the Employer and the Union.

28.4 Volunteers and Bargaining Unit Work

It is agreed that volunteers have a role to fill in the operation of a long-term care 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.

28.5 Practicum Students

Practicum students will be supernumerary to existing staffing levels and shall not be scheduled to replace bargaining unit employees.

28.6 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal possessions are damaged by a client of the Employer, the Employer shall pay, up to a maximum of \$200, for the repair or replacement costs of the personal possessions, provided such personal possessions are of a type suitable for use while on duty.

28.7 Joint Labour/Management Committee

- (a) The parties agree to establish a joint committee composed of up to three employees appointed by the Union and three representatives of the Employer.
- (b) The Joint Committee shall meet quarterly, or 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 wages or 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 in this agreement;
 - (4) to review workplace best practices and workload issues.
- (f) Minutes of joint committee meetings shall be transcribed by the Employer, distributed to committee members and shall be posted, once mutual agreement has been achieved between the Co-Chairs, on all union bulletin boards.

28.8 Workload

- (a) The Employer shall ensure that an employee's work is not unsafe.
- (b) Employees who believe that they are subject to unsafe conditions shall immediately report the problem(s) to the General Manager or his/her designate.
- (c) Employees may refer safety-related concerns to the Occupational Health and Safety Committee for investigation under Article 22 – Safety and Health for review and recommendations.
- (d) Employees may refer workload issues that are not safety related to the Labour Management Committee for review and recommendations.

28.9 Elimination of Mandatory Retirement

The parties agree that no employee covered by the collective agreement will be required to retire at 65 years of age, subject to the employee being able to fulfill all bona fide occupational requirements of his/her classification. The terms of the collective agreement shall apply to employees who are over the age of 65.

28.10 Employee's Notice of Resignation

All employees are required to provide the Employer with 14 calendar days' notice of resignation.

28.11 Information

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.

28.12 Staff Meetings Without Loss of Pay

Employees who are required to attend staff meetings shall be paid their appropriate rate of pay. When the meeting is voluntary, the employee has no obligation to attend.

28.13 Payroll Errors

The Employer shall correct all payroll errors in a timely manner.

- (a) Payroll errors of less than \$100 in value will be accurately corrected within the next pay period.
- (b) Payroll errors greater than \$100 in value will be corrected within three business days .

28.14 Coverage for Regular Service Hours

The Employer shall make every effort to cover vacancies that occur within regular positions.

28.15 Criminal Records Checks

The Employer agrees to the treatment of criminal records checks in accordance with the *Criminal Records Review Act* of BC.

ARTICLE 29 - TERM OF AGREEMENT**29.1 Duration**

This agreement shall be binding and remain in effect until midnight July 19, 2019.

29.2 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 April 20, 2019 but in any event, no later than midnight on July 19, 2019.
- (b) Where no notice is given by either party prior to July 19, 2019, both parties shall be deemed to have been given notice under this clause on July 19, 2019.
- (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 Administrator.

29.3 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.

29.4 Agreement to Continue in Force

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

29.5 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

Tony Arimare
Lead Negotiator

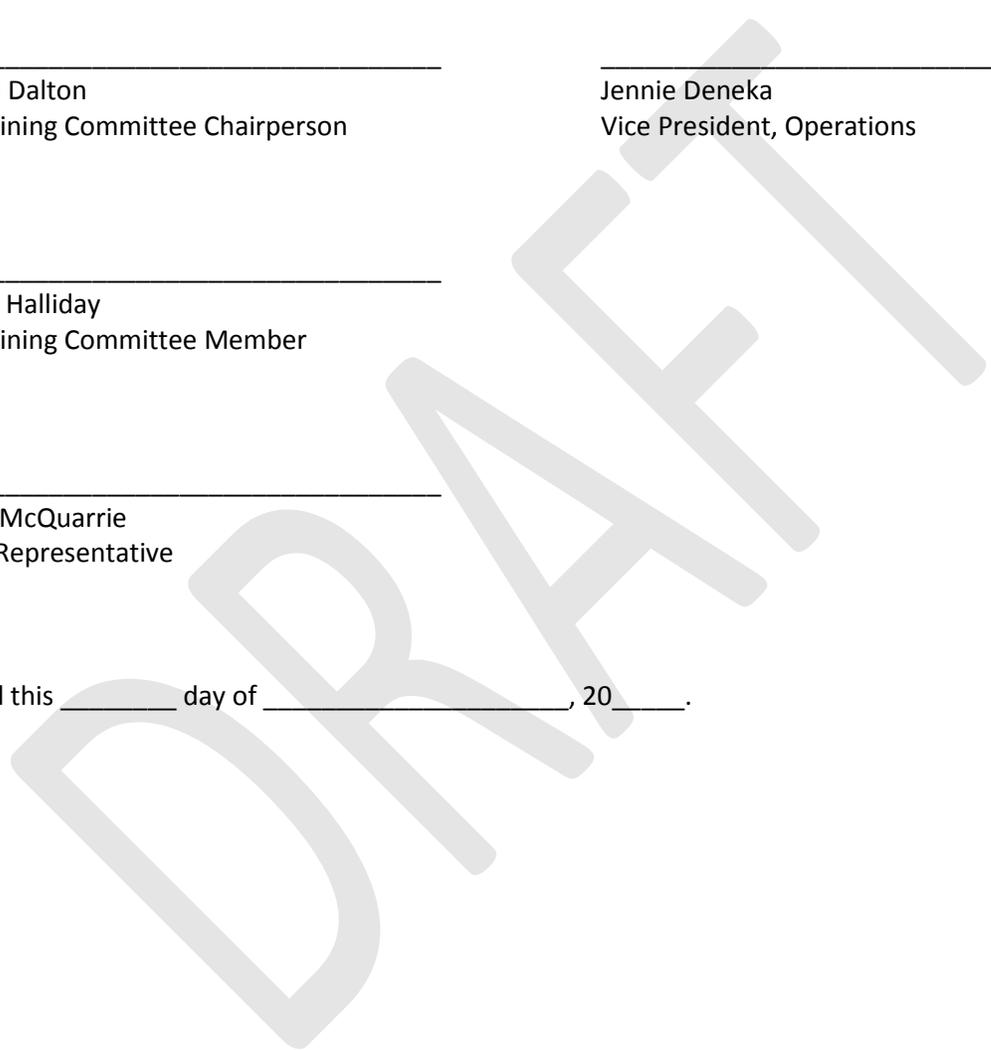
Karen Dalton
Bargaining Committee Chairperson

Jennie Deneka
Vice President, Operations

Randi Halliday
Bargaining Committee Member

Chad McQuarrie
Staff Representative

Dated this _____ day of _____, 20_____.



**APPENDIX 1
Wage Grid**

| CLASSIFICATION Assisted Living & Independent Living | Hours | July 20, 2015 1.5% | July 20, 2016 1.5% | July 20, 2017 1.5% | July 20, 2018 1.5% |
|--|-------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Receptionist | <i>Start</i> | 15.76 | 16.00 | 16.24 | 16.48 |
| | <i>1950 hours</i> | 16.00 | 16.24 | 16.48 | 16.73 |
| | <i>3900 hours</i> | 16.56 | 16.81 | 17.06 | 17.32 |
| Activity Aide | <i>Start</i> | 19.83 | 20.13 | 20.43 | 20.74 |
| | <i>1950 hours</i> | 20.09 | 20.39 | 20.70 | 21.01 |
| | <i>3900 hours</i> | 20.35 | 20.66 | 20.97 | 21.28 |
| Home Support Worker | <i>Start</i> | 18.13 | 18.40 | 18.68 | 18.96 |
| | <i>1950 hours</i> | 18.39 | 18.67 | 18.95 | 19.23 |
| | <i>3900 hours</i> | 18.65 | 18.93 | 19.21 | 19.50 |
| Night Houseman | <i>Start</i> | 15.06 | 15.29 | 15.52 | 15.75 |
| | <i>1950 hours</i> | 15.32 | 15.55 | 15.78 | 16.02 |
| | <i>3900 hours</i> | 15.58 | 15.81 | 16.05 | 16.29 |
| Cook 2 | <i>Start</i> | 17.29 | 17.55 | 17.81 | 18.08 |
| | <i>1950 hours</i> | 17.55 | 17.81 | 18.08 | 18.35 |
| | <i>3900 hours</i> | 17.81 | 18.08 | 18.35 | 18.62 |
| Support Service Worker 2 (Food Service) | <i>Start</i> | 13.38 | 13.58 | 13.78 | 13.99 |
| | <i>1950 hours</i> | 13.64 | 13.84 | 14.05 | 14.26 |
| | <i>3900 hours</i> | 13.90 | 14.11 | 14.32 | 14.53 |
| Support Service Worker 1 (Housekeeping) | <i>Start</i> | 12.82 | 13.01 | 13.21 | 13.41 |
| | <i>1950 hours</i> | 13.08 | 13.28 | 13.48 | 13.68 |
| | <i>3900 hours</i> | 13.35 | 13.55 | 13.75 | 13.96 |
| Licensed Practical Nurse (LPN) | <i>Start</i> | 26.13 | 26.52 | 26.92 | 27.32 |
| | <i>1950 hours</i> | 26.99 | 27.39 | 27.81 | 28.22 |
| | <i>3900 hours</i> | 27.28 | 27.69 | 28.10 | 28.53 |
| Cook 1 | <i>Start</i> | 18.17 | 18.44 | 18.72 | 19.00 |
| | <i>1950 hours</i> | 18.53 | 18.81 | 19.09 | 19.38 |
| | <i>3900</i> | 18.90 | 19.18 | 19.47 | 19.76 |

July 20, 2016 – 1.5%

July 20, 2017 – 1.5%

July 20, 2018 – 1.5%

* It is agreed that no employee will suffer any reduction in pay as a result of the wage grid.

**APPENDIX 2
Procedure for Filling Shifts**

All full-time, part-time and casual employees shall be called in order of seniority. A list detailing seniority will be maintained in the call-in book.

Call Procedure

- (a) Full-time employees whose average work schedule falls below 37½ hours per week, exclusive of requested unpaid leaves, and who have requested in writing to be on the casual list, shall be called first.
- (b) Part-time employees who are not scheduled to work the maximum weekly hours and have requested in writing to be on the casual list shall be called after full-time employees.

- (c) A part-time employee who joins the casual list shall be placed at the bottom of the list until the next update, or 30 days, whichever comes first.
- (d) If no full-time or part-time employee accepts the shift, it shall be offered to casual employees in order of seniority.
- (e) Work will be offered in a block. If no one accepts the block all shifts in the block will be broken down and re-offered by seniority. A block is defined as the shifts between days off.
- (1) An employee shall be entitled to register for work in any job classification which he/she has the qualifications to perform.
 - (2) Employees will submit their availability by the 15th of the month for the following month. Anyone who does not inform the Employer of their availability may not be called in for casual work in that month. If an employee refuses two shifts that they have indicated they are available for prior to the call-in, in one month, they may not be called for the rest of the month.
 - (3) Any employee who is already working part of a block (even one day) is deemed unavailable for that block.
 - (4) Notwithstanding (2) above, the Employer may offer vacation relief shifts by calling all employees on the call-in list, in order of seniority, immediately following the November 1st and March 1st deadlines for submitting vacation requests.
 - (5) A casual employee may become a regular employee only by successfully bidding into a regular job posting.
 - (6) The manner in which employees shall be called to work shall be as follows:
 - (i) One call = six rings.
 - (ii) The call-in book shall contain a copy of the availability sheets, current schedules, a staff telephone list in order of descending seniority, and shall record the following:
 - a. name of person making the call;
 - b. date and time shift was vacated;
 - c. date and time of shift to be filled;
 - d. employee and phone number called;
 - e. date and time of call; and
 - (iii) the response to call (e.g. shift declined, no answer, shift accepted).
- (f) In the event of a dispute, the Union shall have access to the log books.
- (g) Casual employees have the right to cancel two shifts in a month, after which the Employer is not obligated to call them for the remainder of that month.
- (h) If there are 10 hours or less before the start of the shift to be filled, the shift will be filled at the discretion of the Employer, all other shifts will be filled in accordance with this provision.
- (1) A casual employee who is already scheduled for work on the day of the casual vacancy is deemed unavailable for that vacancy.
 - (2) Casual employees who report for work at the call of the Employer shall be paid, at the classification they work, in accordance with Appendix 1.

**APPENDIX 3
List of Arbitrators**

The parties agree to refer the matter to a single arbitrator, in rotating order, based on availability, as follows:

| | |
|----------------|------------------|
| Chris Sullivan | Irene Holden |
| Joan Gordon | David McPhillips |

**APPENDIX 4
Health and Welfare Benefit Plans**

All regular employees who work 20 hours per week or more are eligible to participate in the Health and Welfare Plans. Dependent children are eligible from birth to age 21, or to age 25 if in full-time attendance at a post-secondary institution.

The Employer will maintain the existing benefit package. Sun Life Financial, Effective May 1, 2005, Contract Number 56056 as disclosed within the group benefit package as disclosed to the Union.

**APPENDIX 5
Registered Retirement Savings Plan**

Effective 30 days from date of ratification of this collective agreement, all regular employees working a minimum of 20 hours per week and who have completed their probation period will be eligible to make their own contributions to the Employer's RRSP plan. Any contributions by the employees will be voluntary.

**MEMORANDUM OF AGREEMENT #1
Re: Contracting Out**

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

This memorandum of agreement will expire on July 19, 2019.

**MEMORANDUM OF AGREEMENT #2
Re: Excluded Positions**

| | |
|--|-------------------------------|
| Director of Care | Chef/Food Service Manager |
| Manager of Assisted/Independent Living | Recreation Manager |
| Administrative Coordinator | Marketing Manager/Coordinator |
| General Manager | Scheduler |
| Maintenance Manager | |

LETTER OF UNDERSTANDING
Re: Clause 18.1 (c) – Sick Leave

This letter of understanding (LOU) is to confirm our agreement that, effective the date of this agreement is ratified, the current practice of employee's taking unpaid sick days before accessing sick days from their sick days bank will cease.

MoveUP
04020619v1

DRAFT