

**COLLECTIVE AGREEMENT**

**between the**

**NIAGARA CARE COMMUNITY LTD.  
(DOUGLAS CARE COMMUNITY)**

**and the**

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

**Effective from April 1, 2017 to March 31, 2021**

## TABLE OF CONTENTS

<b>DEFINITIONS.....</b>	<b>1</b>
<b>ARTICLE 1 - PREAMBLE .....</b>	<b>1</b>
1.1 Purpose of Agreement.....	1
1.2 Future Legislation .....	2
1.3 Conflict with Personnel Policies, Rules or Regulations.....	2
1.4 Use of Feminine or Singular Terms .....	2
<b>ARTICLE 2 - NO DISCRIMINATION OR HARASSMENT .....</b>	<b>2</b>
2.1 Human Rights Code .....	2
2.2 Sexual Harassment .....	2
2.3 Complaints Investigation .....	3
2.4 Personal Harassment.....	3
<b>ARTICLE 3 - UNION RECOGNITION AND RIGHTS .....</b>	<b>4</b>
3.1 Bargaining Unit Defined.....	4
3.2 Bargaining Agent Recognition .....	4
3.3 Union Shop.....	4
3.4 Correspondence.....	4
3.5 No Other Agreement .....	4
3.6 Union Representation.....	4
3.7 No Discrimination for Union Activity .....	4
3.8 Bulletin Boards.....	5
3.9 Badges and Insignia .....	5
3.10 Legal Picket Lines .....	5
3.11 Recognition and Rights of Stewards .....	5
3.12 Time Off for Union Business.....	5
3.13 Notice of Union Representative Visits .....	6
<b>ARTICLE 4 - CHECK-OFF OF UNION DUES.....</b>	<b>6</b>
<b>ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES .....</b>	<b>7</b>
<b>ARTICLE 6 - UNION REPRESENTATIVES.....</b>	<b>7</b>
<b>ARTICLE 7 - TECHNICAL INFORMATION.....</b>	<b>7</b>
<b>ARTICLE 8 - EMERGENCY SERVICES .....</b>	<b>8</b>
<b>ARTICLE 9 - MANAGEMENT RIGHTS.....</b>	<b>8</b>
<b>ARTICLE 10 - EMPLOYER PROPERTY .....</b>	<b>8</b>
10.1 Uniforms.....	8
10.2 Property Returned on Termination.....	8
10.3 Employer to Repair or Indemnify .....	8
10.4 Reimbursement of Legal Fees .....	8
<b>ARTICLE 11 - UNION/MANAGEMENT JOINT COMMITTEE.....</b>	<b>9</b>
11.1 Purpose of the Joint Committee .....	9
11.2 Establishment of the Joint Committee .....	9
11.3 Meetings of the Committee .....	9
11.4 Chairperson of the Committee.....	9
11.5 Responsibilities of the Committee .....	9

<b>ARTICLE 12 - GRIEVANCES.....</b>	<b>10</b>
12.1 Grievance Procedure .....	10
12.2 Step 1.....	10
12.3 Step 2.....	10
12.4 Step 3.....	10
12.5 Time Limits to File to Arbitration .....	10
12.6 Administrative Provisions.....	11
12.7 Policy Grievance.....	11
12.8 Dismissal or Suspension Grievances .....	11
12.9 Reinstatement of Employees .....	11
12.10 Deviation from Grievance Procedure .....	11
12.11 Technical Objections to Grievances .....	11
<b>ARTICLE 13 - EXPEDITED ARBITRATION .....</b>	<b>12</b>
13.1 Roster .....	12
13.2 Issues for Expedited Arbitration.....	12
13.3 Expedited Schedule and Location .....	12
13.4 Process .....	12
13.5 Mediation.....	12
13.6 Decision .....	12
13.7 Expenses.....	13
13.8 Authority of Arbitrator.....	13
<b>ARTICLE 14 - FORMAL ARBITRATION .....</b>	<b>13</b>
14.1 Notification .....	13
14.2 Assignment of a Single Arbitrator .....	13
14.3 Procedure.....	13
14.4 Decision of Arbitrator .....	13
14.5 Disagreement on Decision.....	13
14.6 Expenses.....	13
14.7 Amending Time Limits .....	14
<b>ARTICLE 15 - DISCIPLINE AND DISMISSAL.....</b>	<b>14</b>
15.1 Discipline .....	14
15.2 Suspension or Dismissal.....	14
15.3 Dismissals .....	14
15.4 Right to Have Steward Present .....	14
15.5 Right to Grieve Other Disciplinary Action .....	14
<b>ARTICLE 16 - WORK PERFORMANCE EVALUATIONS AND PERSONNEL FILES .....</b>	<b>15</b>
16.1 Evaluations.....	15
16.2 Personnel File.....	15
<b>ARTICLE 17 - PROBATIONARY PERIOD.....</b>	<b>15</b>
17.1 Probationary Period.....	15
17.2 Rejection on Probation .....	15
<b>ARTICLE 18 - POSTINGS, PROMOTION AND TRANSFERS.....</b>	<b>16</b>
18.1 .....	16
18.2 Selection Criteria.....	16
18.3 Notification of Successful Applicant.....	16
18.4 Right to Grieve .....	16
18.5 Qualifying Period .....	16

18.6	Promotion – Wage Rates.....	17
18.7	Transfer – Wage Rates.....	17
18.8	Temporary Promotion or Transfer .....	17
18.9	Relieving in Higher and Lower Rated Positions .....	17
<b>ARTICLE 19 - DEMOTIONS.....</b>		<b>17</b>
<b>ARTICLE 20 - RE-EMPLOYMENT.....</b>		<b>18</b>
20.1	Re-Employment after Retirement.....	18
20.2	Re-Employment After Voluntary Termination or Dismissal for Cause .....	18
20.3	Supervisory or Military Service.....	18
<b>ARTICLE 21 - JOB DESCRIPTIONS, JOB POSTINGS AND APPLICATIONS .....</b>		<b>18</b>
21.1	Job Descriptions.....	18
21.2	Establishment of New Jobs.....	19
21.3	Changes to Existing Jobs .....	19
21.4	Classification Review Procedure .....	19
<b>ARTICLE 22 - HOURS OF WORK .....</b>		<b>20</b>
22.1	Hours of Work.....	20
22.2	Schedules .....	20
22.3	Exchange of Shifts .....	20
22.4	Employment Abandoned.....	21
22.5	Meal and Rest Periods .....	21
22.6	Split Shifts.....	21
<b>ARTICLE 23 - SHIFT WORK.....</b>		<b>21</b>
<b>ARTICLE 24 - OVERTIME.....</b>		<b>21</b>
24.1	Overtime .....	21
24.2	Authorization and Application of Overtime.....	21
24.3	Right to Refuse Overtime .....	22
24.4	Employees Required to Work on a Scheduled Day Off .....	22
24.5	Overtime on a Statutory Holiday.....	22
24.6	Overtime Pay.....	22
24.7	Overtime Meals .....	22
24.8	Adjoining Regular Shift and Overtime.....	22
24.9	Overtime for Part-Time Employees.....	22
<b>ARTICLE 25 - HOLIDAYS.....</b>		<b>23</b>
25.1	Paid Statutory Holidays .....	23
25.2	Day Off in Lieu.....	23
25.3	Super Stats .....	23
25.4	Scheduling.....	23
<b>ARTICLE 26 - ANNUAL VACATION .....</b>		<b>23</b>
26.1	Vacation Scheduling.....	24
26.2	Vacation Priority Determination .....	24
26.3	Vacation Carryover .....	24
<b>ARTICLE 27 - SPECIAL AND OTHER LEAVES .....</b>		<b>24</b>
27.1	Bereavement Leave .....	24
27.2	Election Days.....	25
27.3	Jury Duty .....	25

27.4	Employer Requested Educational Leave.....	25
27.5	Employee Requested Educational Leave .....	25
27.6	Unpaid General Leave.....	26
27.7	Unpaid Leave – Public Office .....	26
27.8	Special Leave.....	26
<b>ARTICLE 28 - COMPASSIONATE CARE LEAVE .....</b>		<b>27</b>
<b>ARTICLE 29 - MATERNITY AND PARENTAL LEAVE .....</b>		<b>27</b>
29.1	Maternity Leave.....	27
29.2	Parental Leave.....	27
29.3	Benefit Entitlement.....	28
<b>ARTICLE 30 - OCCUPATIONAL HEALTH AND SAFETY .....</b>		<b>28</b>
30.1	Statutory Compliance .....	28
30.2	Injury Pay Provision .....	28
30.3	Transportation of Accident Victims.....	28
30.4	Occupational Health and Safety Committee .....	28
30.5	Committee Responsibilities.....	28
30.6	Investigation of Accidents .....	29
30.7	Right to Refuse Unsafe Conditions.....	29
30.8	Lieu Time to Attend Meetings.....	29
30.9	Communicable Diseases.....	29
<b>ARTICLE 31 - CONTRACTING OUT.....</b>		<b>30</b>
<b>ARTICLE 32 - REGISTERED RETIREMENT SAVINGS BENEFIT PLAN (RRSP) CONTRIBUTIONS.....</b>		<b>30</b>
<b>ARTICLE 33 - SENIORITY .....</b>		<b>30</b>
33.1	Seniority Defined .....	30
33.2	Seniority List.....	30
33.3	Accrual and Loss of Seniority.....	31
<b>ARTICLE 34 - LAYOFF AND RECALL.....</b>		<b>31</b>
34.1	Layoff.....	31
34.2	Alternatives to Layoffs .....	32
34.3	Contact Information .....	32
<b>ARTICLE 35 - SEVERANCE ALLOWANCE .....</b>		<b>32</b>
<b>ARTICLE 36 - HEALTH AND BENEFIT CARE PLAN .....</b>		<b>33</b>
36.1	Basic Medical Insurance Coverage.....	33
36.2	Benefit Summary .....	33
36.3	Wage Indemnity Sick Plan .....	37
36.4	Vision Care .....	37
36.5	Where the Employer Requires Additional Medical Information or Assessment ...	38
<b>ARTICLE 37 - WAGE RATES.....</b>		<b>38</b>
<b>ARTICLE 38 - GENERAL CONDITIONS .....</b>		<b>39</b>
38.1	Employer Property.....	39
38.2	Copies of Agreement .....	39
38.3	Volunteers.....	39
38.4	Staff Meetings and "In Service" Education .....	39
38.5	Technological Change and Re-Training .....	39
38.6	Vehicle Allowance.....	39

38.7	Meal Allowances.....	40
38.8	Paydays.....	40
<b>ARTICLE 39 - TERM OF AGREEMENT.....</b>		<b>40</b>
39.1	Duration .....	40
39.2	Notice to Bargain .....	40
39.3	Change in Agreement .....	40
39.4	Agreement to Continue in Force.....	40
<b>ARTICLE 40 - CASUAL EMPLOYEES.....</b>		<b>41</b>
40.1	.....	41
40.2	Procedure for Calling Casual Employees for Work.....	41

## DEFINITIONS

For the purpose of this agreement:

"*Bargaining Unit*" - is the unit for collective bargaining for which the B.C. Government & Service Employees' Union was certified by the Labour Relations Board on March 6, 2007.

"*Demotion*" - means a change from an employee's position to one with a lower maximum salary.

"*Employee*" - means a member of the bargaining unit and includes:

- (a) "*probationary employee*" - means an employee who is hired into a probationary status and who has not yet successfully completed four hundred and eighty (480) hours.
- (b) "*regular employee*" - means an employee who is regularly scheduled to work and includes both full-time and part-time employees.
- (c) "*casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
  - (1) paid leave relief
  - (2) unpaid leave relief
  - (3) temporary increase of workload

A casual employee is only entitled to the benefits set out in Article 40.1.

(d) "*full-time employees*" - full-time employees are regularly scheduled employees who work thirty (30) to forty (40) hours per week on a continuing basis.

(e) "*part-time employees*" – part-time employees are regularly scheduled employees who work less than thirty (30) hours per week on a continuing basis.

"*Employer*" - means the Niagara Care Community Ltd. (Douglas Care Community).

"*Leave of Absence With Pay*" - means to be absent from duty with permission and with pay.

"*Leave of Absence Without Pay*" - means to be absent from duty with permission, but without pay.

"*Probation*" - means first three (3) months of continuous service or the equivalent of four hundred and eighty (480) hours.

"*Promotion*" - means a change from an employee's position to one with a higher maximum salary level.

"*Resignation*" - means a voluntary notice by the employee that they are terminating their service on a specified date.

"*Rest Period*" - is a paid interval which is included in a workday and is intended to give the employee an opportunity to have refreshments or a rest.

"*Spouse*" - includes husband, wife, common-law and same sex spouse.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) The purpose of the agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

(b) The parties to this agreement share a desire to maintain a harmonious relationship and recognize that the quality of services provided by Douglas Care Community Home is related to an effective working relationship between the parties. Accordingly, we are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

## **1.2 Future Legislation**

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

- (a) The remaining provisions of the collective agreement shall remain in full force and effect for the term of the collective agreement.
- (b) The Employer shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 13 of the collective agreement.

## **1.3 Conflict with Personnel Policies, Rules or Regulations**

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

## **1.4 Use of Feminine or Singular Terms**

Wherever the feminine or singular is used in this agreement the same shall be construed as meaning the masculine or plural if the context requires unless otherwise specifically stated.

# **ARTICLE 2 - NO DISCRIMINATION OR HARASSMENT**

## **2.1 Human Rights Code**

The parties hereto subscribe to the principles of the *BC Human Rights Code*. Douglas Care Community, in cooperation with the Union, will promote a work environment that is free from discrimination where all employees are treated with respect and dignity.

Discrimination relates to any of the prohibited grounds contained in the *BC Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one (1) incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, and criminal or summary offence unrelated to their employment.

Discrimination does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

## **2.2 Sexual Harassment**

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;



- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

### **2.3 Complaints Investigation**

(a) All persons involved in the handling of a discrimination or harassment complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that designated officials representing either party to this agreement will be made aware of all or part of the investigation on a "*need to know*" basis.

(b) Before proceeding to a formal complaint and/or subsequent investigation an employee who believes he/she has a complaint of harassment or discrimination may approach an employer representative or supervisory personnel to discuss potential means of resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(c) If the matter is not resolved to the employee's satisfaction, the employee will register the complaint in writing, either directly to the Manager, or through the Union to the Employer. A written complaint shall specify the details of the allegation(s) and will indicate what specific remedy is being sought to satisfy the complaint.

(d) The Employer shall investigate the complaint in an expeditious manner, and issue a report to the Union and the employee(s) involved no later than thirty (30) days after receiving the complaint. The investigation report will confirm whether or not the complaint is substantiated and will indicate what action(s), if any, may be required to resolve the matter.

(e) Where the BCGEU bargaining unit member is not satisfied with the proposed resolution, a grievance may be submitted at Step 2 of the grievance procedure. The parties may amend time limits to file a grievance by mutual agreement and for exceptional circumstances.

### **2.4 Personal Harassment**

The Employer and the Union recognize the benefit to be derived from a work environment free from personal harassment and where the conduct and/or language meets the acceptable social standard of the workplace. Personal harassment serves no legitimate workplace purpose. Personal harassment does not include action occasioned through the exercise of the Employer's managerial/supervisory rights and responsibilities as provided for in Article 6 of this collective agreement. The parties agree to foster and promote such an environment.

(a) Complaints of personal harassment shall be made within sixty (60) days of the alleged latest occurrence to the appropriate supervisor or manager not involved in the matter.

- (b) Complaints will be investigated and dealt with in an expeditious and appropriate manner.
- (c) If a complaint is not resolved within thirty (30) days of the complaint being made, the matter may be filed through the grievance procedure of Article 12.
- (d) The parties may amend time limits by mutual agreement and for exceptional circumstances.

### ARTICLE 3 - UNION RECOGNITION AND RIGHTS

#### 3.1 Bargaining Unit Defined

The bargaining unit shall comprise employees at and from Douglas Care Community, 657 Niagara Street, Victoria, BC, except administrative staff.

#### 3.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 6, 2007, (*"the certification"*) applies.

#### 3.3 Union Shop

- (a) Employees covered by the certification who were employed by the Employer and were not members of the Union prior to March 6, 2007, shall have the option of:
  - (1) applying for membership in the Union which membership they shall maintain, or
  - (2) not applying for membership in the Union, but as a condition of employment, shall authorize the deduction from their paycheques of an amount equal to Union Dues and Assessments, and shall be deemed to have made an irrevocable assignment under Article 4.
- (b) All new employees who are hired after March 6, 2007 shall maintain membership in the Union as a condition of employment.

#### 3.4 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or their designate.

#### 3.5 No Other Agreement

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

#### 3.6 Union Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers/staff and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

#### 3.7 No Discrimination for Union Activity

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

### 3.8 Bulletin Boards

The Employer shall provide a space for a bulletin board in each of its facilities for the exclusive use of the Union. The bulletin board(s) shall be placed at the workplace, in location(s) to be determined by mutual agreement.

### 3.9 Badges and Insignia

- (a) Stewards shall be permitted to wear union pins or shop steward badges.
- (b) The Union agrees to furnish to the Employer with one (1) union shop card, for each of the Employer's places of operation covered by this agreement, to be displayed on the premises.

### 3.10 Legal Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a legally established picket line. Refusal to cross a legally established picket line shall not be grounds for disciplinary action. Any employee failing to report for duty shall be considered to be absent without pay.

### 3.11 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (d) When a steward is the only employee on duty in a department or where his/her absence would unduly interfere with the operation or safety of the department, then the steward may not be granted permission to leave.

Where such leave is refused, another time will be made available to ensure the union business is transacted.

- (e) When a steward is required to attend a meeting with an employee at the request of the Employer and leave is granted, pursuant to this paragraph, such leave shall be with pay.
- (f) The duties of stewards shall include:
  - (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) attending meetings at the request of the Employer.

### 3.12 Time Off for Union Business

- (a) *Without pay* - with reasonable written notice leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board, or the Human Rights Tribunal;
- (5) for up to three (3) employees who are the duly recognized bargaining committee members to carry on negotiations with the Employer.
- (6)
  - (i) for employees selected for a full-time position with the Union for a period of one (1) year.
  - (ii) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union.

(b) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

### **3.13 Notice of Union Representative Visits**

The Union shall provide reasonable notice to the Employer when the senior union official or her/his designated representative intends to visit the Employer's place of business for the purpose of conducting union business.

If possible, the Union shall specify the anticipated duration of the visit.

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

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, the amount of the regular dues payable to the Union by a member of the Union.
- (b) Deductions shall be made for each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (c) All deductions shall be remitted to the President of the Union not later than thirty (30) days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

The above noted lists may be supplied to the Union electronically. Where the information is not supplied through the foregoing method, the Employer may 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.
- (e) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.
- (f) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

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

- (a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with union security and dues check-off.
- (b) A new employee shall also be provided with:
- (1) the name, location and work telephone number of the steward; and
  - (2) an authorization form for union dues check-off.
- (c) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment.
- (d) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

#### **ARTICLE 6 - UNION REPRESENTATIVES**

- (a) The Employer agrees that reasonable access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer or section concerned.

#### **ARTICLE 7 - TECHNICAL INFORMATION**

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes. For example, information of a non-personal nature, unless authorized by the employee, such as:

- job classification
- wage rate(s)
- hours of work
- benefit coverage
- number of employees (e.g., regular and casual)

## ARTICLE 8 - EMERGENCY SERVICES

The parties recognize that in the event of a strike or lockout as defined in the *Labour Relations Code* situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

## ARTICLE 9 - MANAGEMENT RIGHTS

The management of the Employer's business, and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this agreement.

Employees shall be governed by all policies adopted by the Employer, provided such policies are not in conflict with this agreement.

## ARTICLE 10 - EMPLOYER PROPERTY

### 10.1 Uniforms

- (a) The Employer shall supply and maintain uniforms for employees who are required to wear same.
- (b) Regular employees shall receive one (1) uniform (e.g., a set = one [1] shirt and one [1] pair of pants) for each shift on their rotation, but no more than four (4) sets.
- (c) For those employees not required to wear a uniform they have the option to receive two (2) uniforms per year if desired or, such employees can be reimbursed for acceptable uniform costs up to thirty dollars (\$30) per year.
- (d) Capri pants and walking or golfing shorts are permitted during May to September, at employee cost, subject to prior approval of the Employer.

### 10.2 Property Returned on Termination

Employees must return uniforms and any other property, provided by the Employer, which is 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.

### 10.3 Employer to Repair or Indemnify

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

### 10.4 Reimbursement of Legal Fees

- (a) Where an employee is charged with an offence resulting directly from the proper performance of her/his duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.
- (b) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceeding involving the employee (so long as no conflict of interest arises between the Employer and employee) or pay the legal fees of counsel chosen by an employee.

## ARTICLE 11 - UNION/MANAGEMENT JOINT COMMITTEE

### 11.1 Purpose of the Joint Committee

A union/management joint committee shall be established to discuss issues relating to the workplace that affect the parties or any employee bound by this agreement.

The purpose of the Joint Committee is to promote the cooperative resolution of workplace issues, to foster the development of work related skills and to support safe workplace productivity.

### 11.2 Establishment of the Joint Committee

The minimum size of this committee shall be one (1) union representative and one (1) management committee member. The Committee may call upon additional persons for technical information or advice. This committee may also establish subcommittees as it deems necessary.

The draft minutes will be distributed to the committee members for review and amendments, if necessary, will be made prior to the next scheduled meeting.

### 11.3 Meetings of the Committee

The Joint Committee shall meet as required, but at least once every three (3) months, or at the call of either party at a mutually agreeable time and place.

The Committee will strive to ensure that meetings are no longer than two (2) hours in duration. Employees shall not suffer any loss of basic pay for time spent on this committee. Should a meeting occur outside of a union committee member's regularly scheduled work, one (1) committee member per meeting will be entitled to his/her basic rate of pay for time spent at the meeting.

### 11.4 Chairperson of the Committee

An employer representative and a union representative shall alternate in presiding over meetings.

### 11.5 Responsibilities of the Committee

- (a) The Committee shall not have jurisdiction over wages or any other 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 or conclusions reached in their discussions.
- (b) The Committee may make recommendations to the Union and the Employer on the following general matters:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) discussing issues relating to the workplace that affect the parties or any employee bound by this agreement;
  - (3) discussing conditions causing grievances and misunderstanding.
- (c) Provide input in areas such as personnel and operational policies; and staff education, as appropriate.

## ARTICLE 12 - GRIEVANCES

### 12.1 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.

### 12.2 Step 1

The employee, with or without a shop steward or union committee member (at the employee's option), shall first discuss the grievance with her/his immediate supervisor or department head within fourteen (14) calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then:

### 12.3 Step 2

The employee may present a grievance at Step 2 within twenty-one (21) days of the date of the action or circumstance giving rise to the grievance, or twenty-one (21) days after the date the employee first became aware of it. Presentation of a grievance at Step 2 shall be:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (c) the grievance shall be signed by the employee and a shop steward or union committee member;
- (d) the supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (e) within fourteen (14) calendar days of receipt of the written grievance, the supervisor or the department head shall give her/his written reply. If the grievance is not settled at this step, then:

### 12.4 Step 3

The union shop steward and/or BCGEU representative shall meet within twenty-one (21) calendar days or other mutually agreed to time to discuss the grievance with the employer designate. Both parties at this step of the procedure will discuss the matter grieved and will provide to each other a statement of facts and copies of all relevant documents to further their continued efforts to identify a mutually agreeable "*without prejudice*" resolution to the matter grieved.

### 12.5 Time Limits to File to Arbitration

If the grievance is not settled at Step 3, either party may inform the other of their intention to submit the dispute to arbitration within thirty (30) days after Step 3 has occurred.



## **12.6 Administrative Provisions**

Grievances, replies, and notification shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered to the appropriate office of the Employer or Union.

## **12.7 Policy Grievance**

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

## **12.8 Dismissal or Suspension Grievances**

In the case of a dispute arising from an employee's dismissal, rejection on probation, or suspension greater than twenty (20) days the grievance may be filed directly at arbitration, within thirty (30) days of the date on which the dismissal, rejection on probation, or suspension occurred, or within thirty (30) days of the employee receiving such notice.

## **12.9 Reinstatement of Employees**

If, prior to the constitution of an arbitrator pursuant to Article 14, it is found that an employee was disciplined or dismissed without just and reasonable cause, or laid-off contrary to the provisions of the collective agreement, that employee shall be reinstated by the Employer without loss of pay with all of her/his rights, benefits and privileges which she/he would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

## **12.10 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, 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.
- (b) 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.
- (c) Where an employee has filed a complaint with the Ombudsman or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within forty-five (45) days of it being filed.
- (d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint.

## **12.11 Technical Objections to Grievances**

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

## ARTICLE 13 - EXPEDITED ARBITRATION

### 13.1 Roster

It is understood that the expedited arbitrators named below shall be appointed on a rotating basis, commencing with the first expedited arbitrator named:

Joan Gordon  
Chris Sullivan  
Kate Young  
Judi Korbin

### 13.2 Issues for Expedited Arbitration

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (a) dismissals;
- (b) rejection on probation;
- (c) suspensions in excess of twenty (20) workdays;
- (d) policy grievances;
- (e) grievances requiring substantial interpretation of a provision of the collective agreement;
- (f) grievances requiring presentation of extrinsic evidence;
- (g) grievances where a party intends to raise a preliminary objection;

By mutual agreement of the parties, a grievance falling into any of these categories may be resolved by expedited arbitration.

### 13.3 Expedited Schedule and Location

- (a) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.
- (b) The location of the hearing is to be agreed to by the parties but will be at a location central to the Capital Regional District in which the dispute arose.

### 13.4 Process

- (a) The parties will endeavour to reach an agreed to statement of facts prior to the hearing.
- (b) 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.

### 13.5 Mediation

Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

### 13.6 Decision

- (a) The decision of the Arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- (b) All decisions of the Arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either

party in any subsequent proceeding. All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

### **13.7 Expenses**

The parties shall equally share the costs of the fees and expenses of the Arbitrator.

### **13.8 Authority of Arbitrator**

The Expedited Arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 14.

## **ARTICLE 14 - FORMAL ARBITRATION**

### **14.1 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, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 12, notify the other party within thirty (30) days of the grievance(s) being filed at arbitration of its desire to submit the difference or allegations to formal arbitration.

### **14.2 Assignment of a Single Arbitrator**

- (a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator will be assigned from the mutually agreed list of arbitrators outlined under Article 13.1.
- (b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.

### **14.3 Procedure**

The Arbitrator may determine her own procedure in accordance with the relevant legislation and shall give full opportunity to the parties to present evidence and make representations. She shall hear and determine the difference or allegation and shall render a decision.

### **14.4 Decision of 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 she 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.

### **14.5 Disagreement on Decision**

Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to reconvene by phone, in person or by written submission, to obtain clarification or direction, as required. Every effort will be made to request clarification within seven (7) days from the date the Arbitrator's decision was received.

### **14.6 Expenses**

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

#### **14.7 Amending Time Limits**

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

### **ARTICLE 15 - DISCIPLINE AND DISMISSAL**

#### **15.1 Discipline**

*Burden of Proof* – In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

#### **15.2 Suspension or Dismissal**

The Employer may suspend or dismiss any employee for just cause. Notice of suspension or dismissal shall be in writing and shall set forth the reasons. The Employer will copy the Union on all suspension and dismissal letters.

#### **15.3 Dismissals**

Dismissals will be filed directly at Step 3 of the grievance procedure and a meeting of the parties will be convened within ten (10) business days of the dismissal being issued by the Employer.

#### **15.4 Right to Have Steward Present**

Where a supervisor or manager intends to interview an employee for disciplinary purposes, the supervisor/manager must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.

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

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

#### **15.5 Right to Grieve Other Disciplinary Action**

(a) Other disciplinary action grievable by the employee shall include:

- (1) written censures;
- (2) letter of reprimand;
- (3) adverse employee appraisals.

(b) 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.

(c) Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure.

(d) Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after eighteen (18) months have expired from the date it was issued, provided there has been no further infraction.

**ARTICLE 16 - WORK PERFORMANCE EVALUATIONS AND PERSONNEL FILES****16.1 Evaluations**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one (1) of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

**16.2 Personnel File**

- (a) An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic.
- (b) The employee or the Union official, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.
- (c) The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business.

**ARTICLE 17 - PROBATIONARY PERIOD****17.1 Probationary Period**

- (a) For the first three (3) months of continuous service with the Employer, or the equivalent of four hundred and eighty (480) hours worked from initial hire date, an employee shall be considered a probationary employee.
- (b) By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension.
- (c) Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

**17.2 Rejection on Probation**

- (a) During the probationary period, an employee may be rejected on probation by the Employer where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed. Factors to be considered may include, but are not limited to, adherence to Employee Responsibility policies, and legislated requirements.
- (b) The Employer may reject a probationary employee for reasons less serious than just cause, including, but not limited to, performance deemed inadequate by management or failure to get along with other employees, and/or supervisors; management staff or clients.

**ARTICLE 18 - POSTINGS, PROMOTION AND TRANSFERS****18.1**

- (a) If a regular position is vacant or the Employer introduces a new position that has a duration of four (4) weeks or more, (this includes both temporary and permanent vacancies) the Employer shall post that position for seven (7) days.
- (b) The posting shall include salary range, job description, required qualifications, hours of work, including start and stop times, days off, work area, and start date. The Employer shall provide a copy of all postings to the Union (BCGEU staff representative) no later than the date it is posted.
- (c) Should another regular part-time employee be the successful applicant for a temporary assignment, as per (a) above, their regular position will be filled with the most senior qualified casual employee or regular on the casual list to prevent successive postings.
- (d) A vacancy or new position of less than one (1) month shall be filled by the most senior qualified casual or regular part-time employee who has indicated in writing, as per Appendix 2, Article 3 their desire to work in casual assignments, in addition to their regular part-time position as per Appendix 2, Article 3.

**18.2 Selection Criteria**

- (a) If one (1) or more applicant has the same classification as the position posted, then the most senior such applicant will be selected. External applicants can only be considered for postings where no qualified internal applicants have applied.
- (b) If there are no applicants meeting the criteria of (a) above, the Employer shall determine the successful applicant by appraising knowledge, qualifications, ability (including initiative) and seniority. Each of these factors will be accorded equal weight.

**18.3 Notification of Successful Applicant**

- (a) The Employer shall, within five (5) business days, inform all applicants of the name of the successful applicant in writing. The Employer will also provide this notification to the Union (BCGEU staff representative).
- (b) Upon request, unsuccessful applicants will be given the reasons why they were unsuccessful in writing within five (5) business days of the request being made.

**18.4 Right to Grieve**

Where an employee feels he/she has been aggrieved by a decision of the Employer relating to promotion, transfer, or demotion, the employee may initiate a grievance pursuant to Article 12. If it is the result of a posting and competition, an unsuccessful applicant must file a grievance within seven (7) days of receiving their written reasons as to why they were not successful.

**18.5 Qualifying Period**

- (a) If a full-time or permanent employee is promoted or transferred to a new position they shall be subject to a mutually agreed upon qualifying period not to exceed three (3) months.
- (b) In no instance during the qualifying period shall such an employee lose seniority or perquisites.
- (c) Should an employee during the qualifying period in (a) above be found to be unsatisfactory in the new position, or if the employee wishes to return to his/her original position, the employee is then returned to their original position at the appropriate rate of pay.

(d) Part-time employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of the three (3) calendar months.

#### **18.6 Promotion – Wage Rates**

(a) A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than her/his wage rate immediately prior to the promotion.

(b) For increment progression, the employee's increment anniversary shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.

(c) However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary of her/his prior job.

#### **18.7 Transfer – Wage Rates**

(a) A regular employee transferred to a job with the same pay rate structure as her/his former job shall remain at the same increment step in the pay rate structure and shall retain her/his former increment anniversary.

(b) A regular employee transferred upon the employee's request to a job with the same pay rate structure as her/his former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary of her/his prior job.

(c) A regular employee transferred upon the employee's request to a job with the same pay rate structure as her/his former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three (3) months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary of her/his prior job.

#### **18.8 Temporary Promotion or Transfer**

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

#### **18.9 Relieving in Higher and Lower Rated Positions**

(a) In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position, or a minimum increase of twenty dollars (\$20) monthly, proportionate to the time worked, whichever is greater, after not less than one (1) workday, retroactive to the start of the relief period. Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

(b) In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

### **ARTICLE 19 - DEMOTIONS**

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with her/his overall seniority, provided she/he has experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of this article and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify

as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three (3) months.

## **ARTICLE 20 - RE-EMPLOYMENT**

### **20.1 Re-Employment after Retirement**

Employees who have retired and who subsequently become employed once again with Douglas Care Community within three (3) months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained.

### **20.2 Re-Employment After Voluntary Termination or Dismissal for Cause**

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

### **20.3 Supervisory or Military Service**

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

## **ARTICLE 21 - JOB DESCRIPTIONS, JOB POSTINGS AND APPLICATIONS**

The Employer and the Union recognize the need to establish clear job descriptions for bargaining unit positions so that all parties to the agreement understand employee's full range of duties, obligations and responsibilities.

### **21.1 Job Descriptions**

Without intending to create any new rights to either party, the parties acknowledge:

- (a) Subject to the collective agreement and applicable legislative or other regulatory requirements, the Employer has the right to organize its work in a manner that best suits its operational requirements and to establish new jobs and to change existing jobs.
- (b) The Union has the right to enforce all the provisions of the collective agreement and in particular may ensure that:
  - a job description accurately describes the work required to be done;
  - the qualifications established by the Employer for a job are reasonable and relevant to the work required to be done;
  - a position is assigned to an appropriate job description and rate of pay giving consideration to the Employer's business and applicable industry standards.
- (c) Each classification shall be assigned an appropriate job description.
- (d) The Employer shall create job descriptions for all positions and classifications for which the Union is certified bargaining agent. The said job descriptions shall be presented in writing to the Union and shall become the recognized job descriptions unless written notice of objection, set out in specific detail, is given by the Union within sixty (60) days.



(e) Each regular employee shall be provided with a copy of the agreed to job description for her/his classification.

### **21.2 Establishment of New Jobs**

(a) Prior to the establishment of a new job, the Employer shall:

- (1) write a new job description;
- (2) assign such position to the job description as shall be appropriate.

(b) Within ten (10) calendar days, the new job description and classification shall be submitted to the Union.

(c) Within sixty (60) calendar days of the receipt of notice, the Union shall notify the Employer that it accepts or objects to the job description and/or classification. In the event that it objects it shall give written reasons for the objection.

(d) Where the Union does not object within the time limits or accepts the job description and/or classification submitted by the Employer, the job description and/or classification shall be deemed to be established.

### **21.3 Changes to Existing Jobs**

(a) Where the Employer makes any material change to an existing job, it shall forthwith notify the Union of the change. The Union shall within sixty (60) calendar days notify the Employer if it considers the change to be significant and that it objects to the change. Where it objects it shall provide written reasons for the objection.

(b) Where the Employer changes an existing job to an extent that would affect its classification, it shall within thirty (30) calendar days:

- (1) revise the permanent job description or write a new job description; and
- (2) classify the new or revised job.

(c) Within a further ten (10) calendar days the new or changed job description and classification shall be submitted to the Union.

(d) Within sixty (60) calendar days of the receipt of notice the Union shall notify the Employer that it accepts or objects to the new or revised job description and/or classification. Where it objects it shall provide written reasons for the objection.

(e) Where the Union does not object within the time limit or accepts the new or changed job description and/or classification, the job description and/or classification shall be considered to be established.

### **21.4 Classification Review Procedure**

(a) Where the Union or an employee consider that his/her position has been significantly changed or he/she has not received an accurate or properly outlined job description and/or appropriate wage rate, either of them may request a further review.

(b) The employee and the Union shall indicate in what manner her/his position has changed and provide a detailed description as to why they submit that the job description to which they have been assigned is inappropriate. This written request for review will be submitted to the Employer within ten (10) calendar days of receiving the job description or wage rate assigned.

- (c) Within thirty (30) calendar days from receipt of the Union's request for review the Employer shall complete the review and shall notify the Union in writing of its final determination.
- (d) If the parties do not agree with the results of the review, re (c) above, the matter shall be referred to arbitration, pursuant to Article 13, within ten (10) days of receipt of the review.

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

The Employer shall determine, pursuant to the appropriate statutory authority, when various services are provided (hours of operation); the classification of positions and the number(s) of employees required to provide services.

The hours of work established shall take into consideration that Douglas Care Community provides seniors with services and care on a seven (7) day week, twenty-four (24) hour per day basis.

### **22.1 Hours of Work**

- (a) The hours of work for each regular full-time employee covered by this agreement, excluding unpaid meal times, shall be thirty (30) to forty (40) hours per week.
- (b) Hours of work for regular part-time employees is less than thirty (30) hours per week.
- (c) Employees who are scheduled to be on call and/or work during a meal period shall be paid for a full shift with the meal period being included as time worked within such a shift.
- (d) Employees shall not be required at any time to work more than five (5) consecutive full shifts a week without receiving a minimum of two (2) consecutive days off. Exceptions may be accommodated and mutually agreed to only in special or emergency circumstances that do not regularly occur. Overtime provisions shall be paid in accordance with Article 24, when applicable.

### **22.2 Schedules**

- (a) The Employer will schedule and post all shifts, including statutory holidays. The schedule will be posted and access provided to employees at least one (1) month in advance of the effective date.
- (b) Where the Employer plans to implement a change in the shift schedule(s) of regular employees, the Employer will provide fourteen (14) days written notice and an explanation to the affected employees and steward, regarding the proposed changes, prior to the implementation of the shift schedule change.

In the event an employee's shift schedule is changed without forty-eight (48) hours' advance notice, the employee will receive overtime rates for the first shift of the changed schedule.

- (c) Employees who report to work as scheduled shall be paid for the shift in the event that the shift is cancelled.

### **22.3 Exchange of Shifts**

Employees may exchange shifts with the prior authorization of the Employer. The Employer shall not unreasonably withhold such authorization. There shall be no increased cost to the Employer should employees exchange shifts with proper prior notification and employer authorization.

If employees agree to exchange a shift and that shift change results in overtime pay being required by Article 24 for one (1) of the employees engaged in the shift change, then notwithstanding Article 24, the Employer shall not be required to pay overtime.

## 22.4 Employment Abandoned

Any employee who fails to report for work and does not notify his/her supervisor within three (3) workdays, and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position. Should further information be brought to the Employer's attention following the three (3) days of unexplained absence, that provides mitigating circumstances, the Employer may consider reinstating the employee. 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.

## 22.5 Meal and Rest Periods

An employee is entitled to take his/her meal and rest period(s) away from their designated workstation or work area. Where this cannot be done for operational reasons or if he/she is required to perform work during the meal period he/she shall be compensated for the period at the straight-time rate. Such compensation will not be considered time worked for the purposes of overtime.

- (a) *Rest Periods* - All employees working an eight (8) or a seven and one-half (7½) hour shift shall receive two (2) fifteen (15) minutes rest periods in each half of the shift without loss of pay.
- (b) Employees working less than a full shift shall receive one (1) rest period without loss of pay.
- (c) *Meal Periods* – All employees working a full shift shall receive a one-half (½) hour meal period. No employee shall work for more than five (5) hours without a one-half (½) hour meal break. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

## 22.6 Split Shifts

No split shifts shall be worked except in cases of emergency or special circumstances that do not occur on a regular basis.

## ARTICLE 23 - SHIFT WORK

### Definition of Current Shifts

*Day shift* – any shift in which the major portion occurs between 7:00 a.m. and 3:00 p.m. (0700 – 1500 hours);

*Evening shift* – any shift in which the major portion occurs between 3:00 p.m. and 11:00 p.m. (1500 – 2300 hours);

*Night shift* – any shift in which the major portion occurs between 11:00 p.m. and 7:00 a.m. (2300 – 0700 hours);

*Weekend shift* – any shift in which the major portion occurs between 0001 hours Saturday and 2400 hours Sunday.

## ARTICLE 24 - OVERTIME

### 24.1 Overtime

Employees who are requested by the Employer to work in excess of eight (8) hours in a day or forty (40) hours per week as outlined in Article 22 shall be paid the rate of time and one-half (1½x) of their basic hourly rate of pay for the first two (2) hours of overtime and double-time (2x) thereafter.

### 24.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when:

- (a) the overtime worked is authorized in advance by the Employer; and
- (b) the employee does not control the duration of the overtime worked.

### **24.3 Right to Refuse Overtime**

When an employee is requested to work overtime on a scheduled workday or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency, without being subject to disciplinary action for so refusing. Only in cases of emergency may an employee be required to work overtime.

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

For purposes of this article, the definition of emergency shall include but not be limited to, residents left without care due to a relief worker/employee not reporting for a scheduled shift.

### **24.4 Employees Required to Work on a Scheduled Day Off**

Employees required to work on a scheduled day off may, if the employee requests, have the day off rescheduled.

### **24.5 Overtime on a Statutory Holiday**

If an employee works overtime on a statutory holiday which calls for a premium rate of pay, the employee shall be paid overtime at the rate of time and one-half (1½x) times the premium statutory holiday rate for all hours worked beyond seven and one-half (7½) in that day.

### **24.6 Overtime Pay**

Overtime pay shall be on the paycheque for the pay period in which overtime was earned.

### **24.7 Overtime Meals**

An employee who works two and one-half (2½) hours of overtime immediately before or following her/his scheduled hours of work shall receive a meal or a meal ticket. One-half (½) hour with pay shall be allowed the employee in order that she/he may take a meal break either at or adjacent to her/his place of work.

- (a) This clause shall not apply to part-time employees until the requirements of Article 24.10 have been met.
- (b) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside her/his regular shift times for a normal workday.

### **24.8 Adjoining Regular Shift and Overtime**

An employee required to work overtime adjoining her/his regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of her/his next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

### **24.9 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 required to work longer than their regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A regular part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

## ARTICLE 25 - HOLIDAYS

### 25.1 Paid Statutory Holidays

(a) Employees will be entitled to twelve (12) statutory holidays and such other holidays as may be in future proclaimed or declared by either the provincial or federal governments:

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

(b) Regular employees who are required to work on scheduled statutory holidays will receive pay at the rate of time and one-half (1½x) for the time worked.

(c) Employees are entitled to statutory holiday pay (e.g., at the rate of time and one-half [1½x]) only if they have been employed by the company for at least thirty (30) calendar days.

### 25.2 Day Off in Lieu

Regular employees, whether they are scheduled to work on a statutory holiday or not, will also receive a regular day off with pay, which will be prorated for regular part-time employees.

### 25.3 Super Stats

Employees who are required to work on Good Friday or Christmas Day shall be paid at double-time (2x) rates. Payment of double-time (2x) rates under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

### 25.4 Scheduling

(a) Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three (3)-day breaks during each year as possible.

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

(c) If an employer scheduled statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

## ARTICLE 26 - ANNUAL VACATION

(a) *Definition:*

"*Vacation year*" - for purposes of this article shall be the calendar year commencing January 1 and ending December 31.

"*First vacation year*" is the calendar year in which the employee's first anniversary falls.

(b) A regular full-time employee with one (1) or more years' continuous service shall earn and receive paid annual vacation entitlement as follows:

Vacation Year	Workdays Off
Completion of 1 year continuous service	10 days
2 – 4 years	15 days
5 – 8 years	20 days
9 – 14 years	22 days
Fifteenth + years	25 days

(c) Employees engaged on a regular part-time basis shall be entitled to annual vacation on a pro rata basis.

(d) New employees who have been continuously employed at least six (6) months prior to July 1 will receive vacation time based on total completed calendar months employed to July 1.

New employees who have not been employed six (6) months prior to July 1 will receive a partial vacation after six (6) months service based on the total completed calendar months employed to July 1.

### 26.1 Vacation Scheduling

(a) Management will post a preliminary annual vacation schedule, for employee sign-up, by January 15 in each calendar year.

(b) Employees will enter their vacation preference(s) by February 15.

(c) Management will review all vacation requests and provide approval by March 15.

### 26.2 Vacation Priority Determination

In the case of vacation scheduling, senior regular employees who have the longest service with the company by department, shall have first choice priority.

### 26.3 Vacation Carryover

Employees shall be permitted to carry a maximum of four (4) vacation days from one year to the next. The carry over bank shall not exceed four (4) days at any time. With the exception of the four (4) carry over days, employees who fail to schedule their vacation by September 30 of the year in which it was earned may have their remaining vacation scheduled by the Employer. Vacation entitlement will not be paid out.

## ARTICLE 27 - SPECIAL AND OTHER LEAVES

### 27.1 Bereavement Leave

(a) In the event of the death of an employee's spouse or child, he or she shall be granted leave of five (5) working days with pay. In the event of the death of an employee's parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, or grandchild, a leave of four (4) working days with pay shall be granted.

(b) Up to two (2) additional days with pay will be granted to regular employees for travelling time when this is warranted in the judgement of the Employer. Such approval shall not be unreasonably withheld.

(c) In the event of the death of an employee's brother-in-law, sister-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides, or another relative or friend of the employee, one (1) day without pay shall be granted for the purpose of attending funeral.

(d) Bereavement leave must be taken at the time of death and/or burial and/or service, and may not be saved nor banked in any way.

## **27.2 Election Days**

Any employee eligible to vote in a federal provincial or municipal election or referendum who does not have four (4) consecutive hours, or number of consecutive hours required in applicable legislation, free from his employment between the hours of the opening and closing of the poll on polling day, is entitled to have such time as may be required to provide her/him with four (4) consecutive hours during the hours in which the polls are open in which to cast her/his ballot.

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

## **27.3 Jury Duty**

(a) A regular employee shall be entitled to receive up to three (3) days, with pay, per calendar year for such leave less the amount of any payment the employee receives as a juror or witness for those paid leave days.

(b) An employee who requires additional time off (e.g., summoned to jury duty or as a witness), may request leave, without pay, for such time as is required to attend court in excess of three (3) days noted above.

(c) This article does not apply to an employee who is an accused/plaintiff or defendant in a trial or hearing.

## **27.4 Employer Requested Educational Leave**

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

The employee will be required to attend all education specified as mandatory education where the Employer desires the employee to attend information/training for the purposes of maintaining or improving job performance. Such mandatory education will be set forth well ahead of time the education is to occur and will be paid time by the Employer.

## **27.5 Employee Requested Educational Leave**

Leave of absence, without pay, may be granted to employees in accordance with the following provisions:

(a) the duration of the unpaid educational leave will be of some benefit to the employee and the Employer;

(b) application for leave must be submitted to the Employer a minimum two (2) months prior to the beginning of the requested leave period;

- (c) the Employer will respond to the request for leave within thirty (30) days from receipt of such a request.
- (d) Approval for such leave shall not be unreasonably denied.

### **27.6 Unpaid General Leave**

- (a) Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least thirty (30) days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.
- (b) Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for any purpose to a maximum of twelve (12) months at any one time; such request to be in writing and approved by the Employer and approval will not be unreasonably withheld. When such leave is authorized, health and welfare benefits shall be maintained at the employee's expense, provided the employee pays in advance the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer. General leave will only be granted to regular employees who have been employed for a minimum of three (3) years.
- (c) Upon return, the employee shall be placed in his/her former position or in a position of equal classification as seniority and operational requirements permit.
- (d) An employee shall retain but not accumulate seniority during the period of such leave.
- (e) Leave may be granted, by mutual agreement only, when employee gives less than thirty (30) days' notice.

### **27.7 Unpaid Leave – Public Office**

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

- (a) Employees seeking election in a municipal, provincial or federal election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.
- (b) Employees elected to Public Office shall be granted unpaid leave of absence for a period up to five (5) years.

### **27.8 Special Leave**

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

- (a) attend formal hearing to become a Canadian citizen - one (1) day;
- (b) paternity leave - two (2) days;
- (c) for sudden serious illness of a spouse, child, elderly parent, or other relative residing with the employee, and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care - up to two (2) days annually.
- (d) up to two (2) days special leave for whatever reason that could include marriage of the employee; serious household or domestic emergency; moving of employee, or any other reasonable request.



## ARTICLE 28 - COMPASSIONATE CARE LEAVE

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* shall have no interruption in the accrual of seniority or eligibility for benefits provided for under Article 36, provided that the employee commences payment of the cost of such benefits, within the first thirty (30) days of such leave.

## ARTICLE 29 - MATERNITY AND PARENTAL LEAVE

### 29.1 Maternity Leave

- (a) An employee is entitled to maternity leave of up to seventeen (17) consecutive weeks without pay:
  - (1) beginning no earlier than eleven (11) weeks before expected birth date, and, no later than the actual birth date, and
  - (2) ending no earlier than six (6) weeks after the actual birth date, unless the Employer requests a shorter period, and no later than seventeen (17) weeks after the actual birth date.
- (b) An employee who requests leave under this section after the birth of a child or the termination of pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (c) *Written request* – the employee wishing to take pregnancy leave must make a written request at least four (4) weeks prior to the start of the leave. Attached to the request must be a doctor's certificate stating that the employee is pregnant and the probable delivery date or the date the pregnancy is terminated.
- (d) *Early return to work* – regardless when pregnancy leave begins, the post-natal leave shall be at least six (6) weeks after the actual birth of the child, unless the employee requests a shorter period, in writing, supported by a doctor's certificate. Such request must be made no later than one (1) week before the date the employee wishes to return to work. The doctor's certificate must state that the employee is able to safely and effectively perform her assigned duties.

### 29.2 Parental Leave

- (a) *Entitlement* – An employee is entitled to up to thirty-seven (37) consecutive weeks parental leave, without pay. Either parent may request parental leave. However, if the birth mother has also taken pregnancy leave as described above, the maximum parental leave entitlement is thirty-seven (37) consecutive weeks. If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, the employee may request up to five (5) additional consecutive weeks of parental leave, without pay, and the employee shall provide a doctor's certificate in evidence of the need for granting this extension.
- (b) *Birth mother* – Parental leave, if requested, must start immediately following the end of her pregnancy leave. A written request for parental leave should be made at least four (4) weeks in advance, if possible. In any event, the request must be made as soon as the need for parental leave beyond the pregnancy leave is known. If pregnancy leave is not taken, parental leave may only start after the birth of the child, but, in any event, must occur within fifty-two (52) weeks after the birth of the child.
- (c) *Other parent* (e.g., father or same sex spouse) – Parental leave, if requested, may only start after the birth of the child, but, in any event, must occur within fifty-two (52) weeks after the birth of the child. A written request for parental leave must be made at least four (4) weeks in advance.

(d) *Adopting parents* – Parental leave, if requested, may only start after adoption of the child, but, in any event must occur within fifty-two (52) weeks after the adopted child comes into the actual care and custody of the mother or father. A written request for parental leave must be made at least four (4) weeks in advance.

### **29.3 Benefit Entitlement**

During approved maternity or parental leave, all company benefits will continue in force and be effective as if the employee was on the job. Benefit plans, where premiums are entirely paid by the company, will continue to be paid by the company. Shared expense programs, where costs are jointly shared by the company and the employee, will only continue if the employee continues to contribute the employee's share.

## **ARTICLE 30 - OCCUPATIONAL HEALTH AND SAFETY**

### **30.1 Statutory Compliance**

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

### **30.2 Injury Pay Provision**

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 the 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.

### **30.3 Transportation of Accident Victims**

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

### **30.4 Occupational Health and Safety Committee**

(a) The Employer and the Union agree to establish a Health and Safety Committee, as set out in the *Occupational Health and Safety Regulations* of the *Workers Compensation Act*, to be comprised of one (1) worker representative and one (1) employer representative.

(b) This committee shall hold regular meetings, as required, but no less than on a quarterly basis.

(c) Minutes will be kept of all committee meetings and a copy of these minutes shall be sent to the Employer and the Union.

### **30.5 Committee Responsibilities**

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

(b) The JOHSC shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding health and safety problems, the right to investigate such complaints, the right to define the

problem and the right to make recommendations for a solution. Where the Committee determines that a safety-related problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the Committee what steps it has taken to rectify the safety-related problem identified by the Committee.

(c) Where the JOHSC determines that it is necessary to obtain information on its roles and responsibilities or to research an issue under its mandate, it shall use the resources of WorkSafeBC and/or any applicable legislation or agency. The JOHSC will make recommendations to the Employer for the education and training for staff as required by the Occupational Health and Safety Regulations and the *Workers Compensation Act*. The Employer will provide orientation and/or in-service, which is necessary for the safe performance of the employee's work. The Employer will also make readily available written information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

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

### **30.6 Investigation of Accidents**

The OSH Committee shall be notified of each accident or injury and shall conduct an accident investigation pursuant to the *Workers Compensation Act*. A copy of the Accident Investigation Report must be provided to:

- WorkSafeBC
- OSH Committee Members
- Union
- Employer

Accident investigations shall be conducted jointly by one (1) employer designate and one (1) union designate.

### **30.7 Right to Refuse Unsafe Conditions**

No employee shall be disciplined for refusal to work on a job which he/she believes is unsafe, as outlined in the *Workers Compensation Act* and/or applicable regulations.

### **30.8 Lieu Time to Attend Meetings**

Members of the Occupational Health and Safety Committee who attend committee meetings outside of normal working hours shall be credited with equivalent straight-time off with pay, to be scheduled at a mutually agreeable time.

### **30.9 Communicable Diseases**

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

(b) The Employer will, upon becoming aware of a client with a communicable disease, immediately inform the Health Authority and will follow all directions from the Health Authority including the notification of affected employees, and any required vaccinations and/or other procedures as recommended by the Health Authority.

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

### ARTICLE 31 - 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 within the bargaining unit.

### ARTICLE 32 - REGISTERED RETIREMENT SAVINGS BENEFIT PLAN (RRSP) CONTRIBUTIONS

(a) *Eligibility* – The company has established a joint contributory Registered Retirement Savings Benefit Plan (RRSP), enrolment in which is mandatory for all permanent employees who are regularly scheduled to work thirty (30) hours per week or more. Such employees shall be enrolled in the plan upon completion of the waiting period of six (6) calendar months as presently required by the plan.

(b) *Contribution* – The Employer contributes one percent (1%) of the employee's gross pay each pay period and the employee contributes an additional one percent (1%) of gross pay by payroll deduction.

Effective on the employee's tenth (10<sup>th</sup>) year anniversary, the employer contribution shall increase to two percent (2%).

(c) An employee may choose to contribute additional funds.

(d) The Employer will provide eligible employees, upon request, details of the RRSP plan in a booklet format.

(e) The Employer shall provide eligible and contributing employees with regular statements regarding the RRSP investments.

### ARTICLE 33 - SENIORITY

#### 33.1 Seniority Defined

Seniority shall be defined as the length of the employee's continuous employment with the Employer and shall accumulate based on hours worked since the most recent date of employment with the Employer including service with the Employer prior to certification or recognition with the Union.

#### 33.2 Seniority List

(a) An employee shall receive a letter of appointment clearly stating his/her employment status and salary.

(b) The facility-wide seniority list shall be updated and posted monthly. The seniority list shall contain the following information:

- (1) employee's name;
- (2) date of hire;
- (3) employee's classification;
- (4) number of hours accrued.

(c) When two (2) or more employees have the same service seniority hours and when mutual agreement cannot be reached, then seniority shall be determined by chance.

(d) Any objection to the accuracy of a posted seniority list must be lodged with the Employer within ten (10) days from which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this agreement.

(e) At the time of posting, a copy of the seniority lists shall be given to the steward and one (1) copy to the union staff representative, upon request.

### **33.3 Accrual and Loss of Seniority**

(a) *Accrual*

Seniority shall accrue on the basis of completed hours worked excluding overtime hours. When determining what hours are counted as working hours, the following shall apply:

- (1) any time off paid for by the Employer;
- (2) pregnancy, parental, and adoption leave as per Article 29;
- (3) time off as the result of any injury or illness, and leaves due to accepted WCB claims, shall be counted as time worked;
- (4) time off as per Article 3.12;
- (5) Time off for unpaid leave under Article 27.6 up to a maximum of thirty (30) calendar days.

(b) *Loss*

An employee shall lose seniority on occurrence of the following:

- (1) he/she is discharged for just cause;
- (2) he/she voluntarily terminates his/her employment;
- (3) he/she is on layoff for more than twelve (12) months;
- (4) he/she abandons his/her position in accordance with Article 22.4;
- (5) he/she is on layoff and fails to report when recalled for work of an ongoing nature during the time period set out in Article 34.1(d);
- (6) he/she fails to contact the Employer within thirty (30) days after the termination of their WCB claim or conclusion of WCB pension assessment.

## **ARTICLE 34 - LAYOFF AND RECALL**

Layoff shall be deemed to be a cessation of employment or a reduction in the hours of work of thirty (30) minutes or more. In the event of an upcoming or known layoff, and recall, pursuant to this article, the Employer will advise and consult with the Union, through the Joint Committee established under Article 11, prior to the layoff notice being issued.

### **34.1 Layoff**

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

- (a) Employees shall be laid off in reverse order of seniority, within the employee's work unit.
- (b) A laid-off employee may bump a less senior employee, provided the employee is qualified to do the job of the less senior employee. Bumping rights must be exercised within five (5) working days of notification of lay +off by providing written notice to the Employer.

(c) A laid-off regular employee may opt to be placed on the casual seniority list in order of seniority hours, for available casual work assignments in any job classification for which he/she has the qualifications to perform. A regular employee would not lose their regular status in this event. Assignment to the casual list does not prevent recall to a regular position if it becomes available.

(d) Employees on layoff shall be recalled in order of seniority subject to ability to do the work available. Employees will be notified of recall by registered mail and must report for work within ten (10) calendar days of mailing the registered letter.

(e) Employees who are laid off and subsequently recalled within one (1) year from their effective layoff date shall be considered an employee of the company without loss of seniority.

(f) Notwithstanding the foregoing, the parties acknowledge that part-time positions may be subject to fluctuations in hours, up to the equivalent of full-time, depending on operational needs. Where such increased hours revert to the base part-time hours, this will not constitute layoff. Qualified part-time employees shall be offered additional hours on the basis of seniority, subject to operational requirements.

### **34.2 Alternatives to Layoffs**

Should the Employer wish to propose an alternative option(s) to issuing layoff to employees, the company designate shall contact the Union with as much advance notice as possible to negotiate possible alternative options to layoff.

### **34.3 Contact Information**

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

## **ARTICLE 35 - SEVERANCE ALLOWANCE**

(a) A severance allowance shall be paid to each employee who is terminated because the employee's services are no longer required due to closure of the facility or a job redundancy, except employees dismissed for just cause.

(b) Employees who have successfully completed the three (3) month probationary period are entitled to an amount equal to one (1) week's wages as compensation for length of service.

(c) Employees, after twelve (12) consecutive months of employment, are entitled to an amount equal to two (2) weeks' wages.

(d) After three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus one (1) additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages.

(e) The liability is deemed to be discharged if the employee:

(1) is given written notice of termination as follows:

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

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

- (iii) three (3) weeks' notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice;
  - (2) is given a combination of written notice and money equivalent to the amount the Employer is liable to pay; or
  - (3) terminates the employment, retires from employment, or is dismissed for just cause.
- (f) The amount the Employer is liable to pay becomes payable on termination of the employment and is calculated by:
  - (1) totalling all the employee's weekly wages, at the regular wage, during the last eight (8) weeks in which the employee worked normal or average hours of work;
  - (2) dividing the total by eight (8); and
  - (3) multiplying the result by the number of weeks' wages the Employer is liable to pay.

### ARTICLE 36 - HEALTH AND BENEFIT CARE PLAN

Notwithstanding the specific references to a particular carrier or product in this article, the parties agree that the Employer may provide the group benefits for all employees of Douglas Care Community, through another carrier in future, providing that the level of benefits is equal to or exceeds the level of benefits presently being received by employees.

#### 36.1 Basic Medical Insurance Coverage

All regular employees shall be covered by the BC Medical Services Plan (MSP).

- (a) Regular part-time employees as defined in the collective agreement that work less than thirty (30) hours per week on a continuing basis will be covered by the BC Medical Services Plan (MSP). The employer shall pay fifty percent (50%) of the premium for such regular part-time employees.
- (b) Regular full-time employees as defined in the collective agreement will be covered by the BC Medical Services Plan (MSP). The employer shall pay one hundred percent (100%) of the premium for such regular full-time employees.

#### 36.2 Benefit Summary

- (a) *Eligibility* – the company pays one hundred percent (100%) of the premiums for extended health, dental, life insurance, and short-term illness plans available to permanent employees who are regularly scheduled to work thirty (30) hours per week or more. Such employees are eligible for the enrolment in the plans upon completion of probation but not to exceed a waiting period of six (6) calendar months as presently required by the plans. Any additional premium for family members enrolled with the employee shall be paid by the employee. The employee's option to enrol his or her family in the benefit plan expires after this period.
- (b) This Benefit Summary provides information about the specific benefits supplied by Manulife Financial that are part of the Group Plan. This version of the Benefit Summary was produced on January 12, 2007.

**Employee Life Insurance**

- Benefit amount – \$20,000.
- Termination age – Your benefit amount reduces by fifty percent (50%) at age 65 and further reduces to \$5,000 if applicable at age 70 and terminates at age 85 or retirement, whichever is earlier.

**Dependant Life Insurance**

- Benefit amount – \$5,000 spouse; \$2,500 each dependant child.
- Termination age – employee's age 70 or retirement, whichever is earlier.

**Accidental Death and Dismemberment**

- Benefit amount –\$20,000.
- Termination age – Your benefit amount reduces by fifty percent (50%) at age 65 and terminates at age 70 or retirement, whichever is earlier.

**Extended Health Care**

- Overall benefit maximum – unlimited
- Deductible – nil
- Benefit Percentage (Co-insurance) – one hundred percent (100%) for hospital care, medical services and supplies, professional services and vision.
- The benefit percentage for out-of-Canada emergency medical treatment is one hundred percent (100%). The benefit percentage for referral outside Canada for medical treatment available in Canada is fifty percent (50%). The benefit percentage for ManuAssist is one hundred percent (100%). The benefit percentage for drugs is shown below under Manuscript Generic Drug Plan 2 – Prescription Drugs, Payment of Covered Expenses.
- Termination age – employee's age 85 or retirement, whichever is earlier.

**Manuscript Generic Drug Plan 2 – Prescription Drugs**

Charges incurred for the following expenses are payable when prescribed in writing by a physician or dentist and dispensed by a licensed pharmacist:

- drugs or medicines for the treatment of a sickness or injury, which by law or convention require the written prescription of a physician or dentist;
- oral contraceptives;
- injectable medications (charges made by a practitioner or physician to administer injectable medications are not covered);
- life-sustaining drugs;
- preventive vaccines and medicines (oral or injected);
- standard syringes, needles and diagnostic aids, required for the treatment of diabetes (charges for cotton swabs, rubbing alcohol, automatic jet injectors and similar equipment are not covered);
- charges for drugs, biologicals and related preparations which are intended to be administered in hospital on an in-patient or out-patient basis and are not intended for a patient's use at home are not covered;
- charges for drugs used in the treatment of a sexual dysfunction are not covered.



***Drug Maximums***

- Fertility drugs – \$15,000 per lifetime.
- Anti-smoking drugs – \$300 per lifetime.
- All other covered drug expenses – Unlimited.

***Payment of Covered Expenses***

Payment of your covered drug expenses will be subject to any drug deductible, any drug dispensing fee maximum and the co-insurance of one hundred percent (100%).

Covered expenses for any prescribed drug or medicine will not exceed the price of the lowest cost generic equivalent product that can legally be used to fill the prescription, as listed in the provincial drug benefit formulary.

If there is no generic equivalent product for the prescribed drug or medicine, the amount covered is the cost of the prescribed product.

***No Substitution Prescriptions***

If your prescription contains a written direction from your physician or dentist that the prescribed drug or medicine is not to be substituted with another product and the drug or medicine is a covered expense under this benefit, the full cost of the prescribed product is covered.

Payment of your covered drug expenses will be subject to any drug deductible, any drug dispensing fee maximum and the co-insurance of one hundred percent (100%).

***Payment of Drug Claims***

Your pay direct drug card provides your pharmacist with immediate confirmation of covered drug expenses. This means that when you present your pay direct drug card to your pharmacist at the time of purchase, you and your eligible dependants will not incur out-of-pocket expenses for the full cost of the prescription.

The pay direct drug card is honoured by participating pharmacists displaying the appropriate pay direct drug decal.

To fill a prescription for covered drug expenses, present your pay direct drug card to the pharmacist at the time of purchase, and pay any amounts that are not covered under this benefit. You will be required to pay the full cost of the prescription at time of purchase if:

- you cannot locate a participating pay direct drug pharmacy;
- you do not have your pay direct drug card with you at that time;
- the prescription is not payable through the pay direct drug card system.

For details on how to receive reimbursement after paying the full cost of the prescription, please see your plan administrator.

***Vision Care*** – Eye exams, once per calendar year.

***Professional Services***

Services provided by the following licensed practitioners:

- Chiropractor – \$500 per calendar year(s)
- Osteopath – \$500 per calendar year(s)

- Podiatrist –\$500 per calendar year(s)
- Massage Therapist – \$500 per calendar year(s)
- Naturopath –\$500 per calendar year(s)
- Speech Therapist – \$500 per calendar year(s)
- Physiotherapist – \$500 per calendar year(s)
- Psychologist – \$500 per calendar year(s)
- Acupuncturist – \$500 per calendar year(s)

The maximum for each specialty includes one (1) x-ray (twenty-five dollars [\$25] maximum) per calendar year.

#### **Dental Care**

- Deductible – Nil.
- Dental Fee Guide – Current fee guide for general practitioners for your province of residence.
- If you reside in Alberta, the current fee guide is considered to be the 1997 Alberta Dental Association Fee Guide for General Practitioners plus inflationary adjustment as determined by Manulife Financial.

#### **Dental Benefit Percentage (Co-insurance)**

- 90% for Level I – Basic Services
- 90% for Level II – Supplementary Basic Services
- 50% for Level III – Dentures
- 50% for Level IV – Major Restorative Services

#### **Dental Benefit Maximums**

- Unlimited for Level I
- Unlimited for Level II
- \$2,000 per calendar year combined for Level III and Level IV.
- Termination age – employee’s age 85 or retirement, whichever is earlier.

#### **Weekly Income (Short-Term Disability)**

- Benefit amount – sixty-six point seven percent (66.7%) of your weekly earnings, to a maximum of four hundred and fifty dollars (\$450).
- Qualifying period – None, if the disability is due to an accident, three (3) calendar days, if the disability is due to a sickness.
- If hospitalized due to sickness prior to the end of the qualifying period, benefits are payable from the first day of hospitalization.
- Maximum benefit period – seventeen (17) weeks.
- Termination age – age 70 or retirement, whichever is earlier.

(c) Vision Care shall be dealt with outside the group policy. The Employer shall pay for one (1) eye exam per calendar year and also pay up to two hundred dollars (\$200) every two (2) years towards the purchase of eyeglasses or contact lenses. With the proof of purchase (receipt) of vision care, (i.e., eye exam, glasses, or contact lenses), the Employer will reimburse the regular employee once every year for an eye exam and once every two (2) years for glasses or contact lenses, up to a maximum of two hundred dollars (\$200).

\*\*Note: All benefits, whether listed in the summary above or not, to remain the same as contained in the Manulife Financial (Niagara Care Community/Douglas Care Community) – Group Policy Number G0067902, produced January 12, 2007 (e.g., booklet provided to the BCGEU July 10, 2007).

### **36.3 Wage Indemnity Sick Plan**

#### **Plan A – Short-Term Illness (Wage Indemnity)**

*Eligibility* - A regular employee who is regularly scheduled to work thirty (30) hours or more per week is eligible for the company's short-term illness (wage indemnity) plan [Plan A].

Plan A pays:

- (a) Sixty-six point seven percent (66.7%) of regular weekly earnings to the maximum weekly benefit (re: insurance policy).
- (b) Benefits commence on first (1<sup>st</sup>) day for hospitalization; the first (1<sup>st</sup>) day for accident, and the fourth (4<sup>th</sup>) day for sickness.
- (c) Benefits are payable for a maximum of seventeen (17) weeks.
- (d) When receiving benefits under this plan, the employee will not receive additional sick benefits under supplementary Plan B.

#### **Plan B – Supplementary Sick Benefit**

*Eligibility* – A regular employee who is regularly scheduled to work twenty (20) hours or more per week is eligible for the company's supplementary sick benefits plan [Plan B].

Plan B pays:

- (a) Eligible employees who have passed probation with the company will be entitled to three (3) days paid sick leave days per year.
- (b) Eligible employees with more than two (2) years' service with the company will be entitled to five (5) paid sick days per year.
- (c) Eligible employees with more than five (5) years' service with the company will be entitled to seven and one-half (7½) paid sick days per year.
- (d) Eligible employees with more than ten (10) years' service will be entitled to ten (10) paid sick days per year.
- (e) Eligible employees with twelve (12) years' service or more will be entitled to twelve (12) sick days per year.

\*\*Note: Sick days shall not be cumulative.

### **36.4 Vision Care**

Vision Care shall be dealt with outside the group policy. The Employer shall pay for one (1) eye exam per calendar year and also pay up to two hundred dollars (\$200) every two (2) years towards the purchase of eyeglasses or contact lenses, with the proof of purchase. (receipt) of vision care, (i.e., eye exam, glasses, or contact lenses), the Employer will reimburse the regular employee once every year for an eye exam and once every two (2) years for glasses or contact lenses, up to a maximum of two hundred dollars (\$200).

**36.5 Where the Employer Requires Additional Medical Information or Assessment**

(a) Where appropriate, and when sufficient medical information was not provided, and the employee has utilized the company policy and medical certificate, the Employer may require an employee who is unable to work due to illness or injury to provide additional medical documentation or complete an additional assessment from a medical practitioner qualified to practise in the Province of BC.

(b) When the Employer requires additional medical information, as noted in (a) above, they shall reimburse the employee, upon production of a receipt, for the total cost incurred.

**ARTICLE 37 - WAGE RATES**

Classification	Step	Current	Upon Ratification	April 1, 2018 1.5%	April 1, 2019 1.5%	April 1, 2020 2.0%
<b>NURSING</b>						
LPN	Probation (480 hours)	25.78	26.08	26.47	26.87	27.41
	481-1560 hours	26.84	27.14	27.55	27.96	28.52
	1561-3120 hours	28.14	28.44	28.87	29.30	29.89
	3121 - 4680 hours	29.03	29.33	29.77	30.22	30.82
	4681 - 6240 hours	29.27	29.57	30.01	30.46	31.07
<b>DIRECT CARE</b>						
Care Aide	Probation (480 hours)	19.16	19.46	19.75	20.05	20.45
	481-1560 hours	19.77	20.07	20.37	20.68	21.09
	1561-3120 hours	20.62	20.92	21.23	21.55	21.98
	3121 - 4680 hours	21.01	21.31	21.63	21.95	22.39
	4681 - 6240 hours	21.36	21.66	21.98	22.31	22.76
<b>DIETARY-HOUSEKEEPING</b>						
Food Service Leader	Probation (480 hours)	16.94	17.24	17.50	17.76	18.12
	481-1560 hours	17.19	17.49	17.75	18.02	18.38
	1561-3120 hours	17.44	17.74	18.01	18.28	18.64
	3121 - 4680 hours		17.99	18.26	18.53	18.90
	4681 - 6240 hours		18.24	18.51	18.79	19.17
Dietary Aide/Housekeeping	Probation (480 hours)	14.32	14.62	14.84	15.06	15.36
	481-1560 hours	15.45	15.75	15.99	16.23	16.55
	1561-3120 hours	15.74	16.04	16.28	16.52	16.86
	3121 - 4680 hours	16.04	16.34	16.59	16.83	17.17
	4681 - 6240 hours	16.87	17.17	17.43	17.69	18.04
<b>SUPPORT SERVICES</b>						
Maintenance I (with facility experience)	Probation (480 hours)	20.72	21.02	21.34	21.66	22.09
	481-1560 hours	21.39	21.69	22.02	22.35	22.79
	1561-3120 hours	21.95	22.25	22.58	22.92	23.38
	3121 - 4680 hours	22.52	22.82	23.16	23.51	23.98
	4681 - 6240 hours	23.30	23.60	23.95	24.31	24.80

**Weekend, Evening and Night Shift Premiums:**

All employees who work on weekends will receive a weekend premium of 50¢ per hour.

**Shift Differential Premiums:**

- Nurse-in-Charge premium for evening and night shifts worked, add \$1.00/hr
- Nurses - add \$1.50/hr evening and night shift.
- Care Aides - add 75¢/hr night shift

## ARTICLE 38 - GENERAL CONDITIONS

### 38.1 Employer Property

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

### 38.2 Copies of Agreement

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.

### 38.3 Volunteers

It is agreed that volunteers have a role to fill in the operation of Douglas Care Community 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 or a reduction in hours of work of a bargaining unit employee.

### 38.4 Staff Meetings and "In Service" Education

General staff meetings and educational sessions are held on a regular basis.

Full participation and attendance by employees who are scheduled to work on the date and time of the meeting/training, is mandatory. Staff coverage issues for individual departments will be determined by the Employer while staff are in attendance.

If a meeting or educational session is scheduled on an employee's day off; vacation day; sick day or on a shift that an employee is not scheduled to work, the employee will not be required to attend. Minutes and/or reference documents will be made available to all employees who were unable to attend and an appropriate time to review the issues will be made with an employee's supervisor or manager at a later date.

### 38.5 Technological Change and Re-Training

- (a) The parties acknowledge the overall advantages that can be achieved with technological change and the ongoing requirement to facilitate technological change in the Employer's operation, when required.
- (b) In the event that new equipment, procedures or technological changes are introduced in any of the company's operations, employees will be provided with on the job training, with pay.
- (c) Should an employee have difficulty understanding a new process or how to run new equipment, the company will arrange for an outside training program or instructor, if required, to assist the employee in being properly retrained, at the company's expense.

### 38.6 Vehicle Allowance

Vehicle allowance will be paid to all employees who are required to use their own vehicle in the performance of their duties. Employees must obtain prior approval from the Employer to use their personal vehicle for company business, unless under special or emergency circumstances. Employees will be reimbursed upon presentation of an approved trip log.

The vehicle allowance shall be:

Effective date of ratification – fifty-three cents (53¢) per km.

### 38.7 Meal Allowances

(a) Employees who are required to work away from the worksite by the Employer shall be considered to be on travel status. Employees on travel status shall be entitled to a meal allowance for the time spent away from their worksite as follows:

- Breakfast .....10.00
- Lunch.....15.00
- Dinner .....22.00

(b) Meal tickets will continue to be provided at reduced rates for employees who wish to purchase them.

### 38.8 Paydays

Employees shall be paid by cheque or direct deposit every second Friday, subject to the following provisions:

(a) The statements given to employees with their paycheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and hourly rate, the cumulative amount of sick time earned, the designation of sick leave and vacation paid, and an itemization of all deductions

(b) When a payday falls on a non-banking day, the paycheque shall be given prior to the established payday.

## ARTICLE 39 - TERM OF AGREEMENT

### 39.1 Duration

This agreement shall be for the period from April 1, 2017 up to and including March 31, 2021.

### 39.2 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, January 1, 2021, but in any event, no later than midnight on January 31, 2021.

(b) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of the Employer shall be given by Douglas Care Community.

(c) Where no notice is given by either party prior to January 1, 2021, both parties shall be deemed to have been given notice under this article on January 31, 2021.

### 39.3 Change in Agreement

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

### 39.4 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of "*bona fide*" collective bargaining.

**ARTICLE 40 - CASUAL EMPLOYEES****40.1**

- (a) Casual employees shall be paid at eight point eight percent (8.8%) in lieu of all vacation and statutory holidays. 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.
- (b) All provisions of the collective agreement apply to casual employees except as follows:
- |               |   |
|---------------|---|
| 17.1          | Probation                                   |
| 22.2(a) & (b) | Scheduling                                  |
| 22.4(a)       | Employment Abandoned                        |
| 22.7          | Family Leave                                |
| 26            | Annual Vacation                             |
| 27.1          | Bereavement Leave (granted without pay)     |
| 27.3(a)       | Jury and Witness Duty (granted without pay) |
| 27.6          | Election Day (granted without pay)          |
| 27.6          | General Leave                               |
| 27.8          | Special Leave                               |
| 34            | Layoff/Recall Procedure                     |
| 36            | Health and Benefit Care Plan                |

**40.2 Procedure for Calling Casual Employees for Work****(a) Casual Employee Work Assignment**

(1) Casual employees shall be called in to work in order of their seniority and laid off in reverse order of seniority within their job classification. Notwithstanding the foregoing, the Employer may assign the necessary on the job orientation for new employees without the application of the seniority provisions.

A casual employee shall be entitled to register for work in any job classification in any department for which he/she has the qualifications to perform.

(2) A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

(3) The manner in which casual employees shall be called to work shall be as follows:

(i) One (1) call - eight (8) rings. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute, the Union shall have access to the log books.

(ii) Casual employees have the right of refusal of work for legitimate reasons (e.g., illness, injury, family issues, etc.) within their availability or if they are not available because they are already working elsewhere.

(iii) In the event the casual employee uses a telephone answering machine, the Employer is obligated to leave a message to return the phone call within five (5) minutes. If the employee does not return the call within that five (5) minutes, the Employer may proceed as if they were unable to make contact with the employee.

(4) Casual employees registered for casual work shall notify the Employer one (1) month in advance of the dates and times which they will be available to work in the upcoming month or provide the Employer with an ongoing availability.

The Employer shall be obliged to call a casual employee only for those days on which the employee is available.

Casual employees registered for casual work shall notify the Employer of the times of unavailability due to sickness or vacation.

(5) A casual employee who declines three (3) shifts, that were within their confirmed availability period, within a six (6) month period shall be considered as having abandoned his/her position. A casual employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having accepted the declined shifts.

(6) Casual employees who report for work at the call of the Employer and whose shift is cancelled shall be paid in accordance with Clause 22.2(c).

(b) *Casual Employee Probationary Period*

(1) Casual employees shall serve a probationary period of four hundred and eighty (480) hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.

(2) A casual employee who has not completed probation under this article and who is reclassified as a regular employee shall continue to be deemed on probation until they complete four hundred and eighty (480) hours.

(3) Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period, but will be required to complete the qualifying period under Clause 18.5.

(c) *Part-Time Regulars*

Regular part-time employees may register for casual work under this clause and they will be placed on the casual callout list based on their service seniority.

(d) *Block Booking*

(1) A "block" shall be defined as a minimum of two (2) consecutive shifts, and less than four (4) weeks, created by the absence of one (1) incumbent.

(2) Blocks shall be offered to casual and part-time employees in accordance with Article 40.2.

(3) Where no employee has accepted the block, the Employer may redistribute the block into smaller blocks or single shifts, which shall be offered in order of seniority, in accordance with Article 40.2.



**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Melanie Hennig  
Chief Operating Officer

\_\_\_\_\_  
Ryan Richard, Chairperson  
Bargaining Committee

\_\_\_\_\_  
Nicola Murray  
Director of Care

\_\_\_\_\_  
Cindy Willison  
Bargaining Committee

\_\_\_\_\_  
Kylie Bevan  
Bargaining Committee

\_\_\_\_\_  
Jenny Ewing  
Staff Representative

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