

COLLECTIVE AGREEMENT

between the

**WELL-BEING SERVICES (AUB) LTD.
(AUBURN SENIORS RESIDENCE)**

and the

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

Effective from January 1, 2018 to December 31, 2021

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DEFINITIONS

For the purpose of this agreement:

- (1) "*basic pay*" means the rate of pay in each wage schedule.
- (2) "*spouse*" is an employee's married or common-law spouse.
- (3) "*common-law spouse*" includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (4) "*employee*" means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
- (5) "*Employer*" means Well-Being Services (Aub) Ltd. (Auburn Seniors Residence).
- (6) "*leave of absence with pay*" means to be absent from duty with permission and with pay.
- (7) "*leave of absence without pay*" means to be absent from duty with permission but without pay.
- (8) "*Union*" means the B.C. Government and Service Employees' Union (BCGEU).

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

ARTICLE 1 - PREAMBLE

1.1 Preamble

The parties to this agreement 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 any future legislation renders null and void or materially alters any provision of the collective agreement, the following shall apply:

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

1.3 Conflict with Rules

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

1.4 Use of Singular and Plural Terms

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

1.5 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment by other employees.
- (b) Sexual harassment shall include sexually oriented behaviour, which an individual would reasonably find to be unwanted or unwelcome.
- (c) To constitute sexual harassment, behaviour may be repetitive or a single serious incident. Sexual harassment may or may not be accompanied by an expressed or implied threat of reprisal or promise of reward.

1.6 Legislative, Contractual Obligations and Employer Policies

- (a) The parties agree that they shall be bound by all provisions of the *BC Human Rights Code*, *Workers Compensation Act* and associated regulations and the terms and conditions contained in the collective agreement.
- (b) The Employer shall ensure that its policies are in compliance with their legislative and contractual obligations. It is the responsibility of the Employer to provide these policies and an explanation thereof to all employees.

1.7 Harassment and Bullying

- (a) The Employer and the Union recognize the rights of employees to work in an environment that is free from harassment and bullying. The parties agree to foster and promote such an environment through the provision of education and training to all employees.
- (b) Harassment is defined as actions which are of a personal, discriminatory, psychological or sexual (verbal or physical) nature.
- (c) Bullying is defined as any repeated or systematic behaviour, which harms, intimidates, offends, degrades or humiliates an employee before another employee, residents or other individuals.
- (d) The parties agree that all complaints of harassment or bullying will be thoroughly investigated.

1.8 Complaints Procedure

In the case of a complaint of personal, psychological or sexual harassment, pursuant to Clauses 1.5 (Sexual Harassment) and 1.7 (Harassment and Bullying) above, the following procedure shall apply:

- (a) An employee allegedly being harassed by another employee, a manager, or a contractor engaged by the Employer, shall register the complaint in writing to the General Manager either directly or through the Union, within three (3) calendar months of the latest alleged occurrence. The General Manager or designate or the Union shall advise the other party within five (5) working days of the receipt of a complaint of harassment and bullying.
- (b) The General Manager or designate shall complete an investigation, within twenty-one (21) days of receipt of the written complaint. The General Manager or designate shall notify the Union, in writing, of the results of the investigation and the action to be taken.

- (c) If the complaint involves the General Manager or designate, the employee will register the complaint, in writing, to the Regional Director. The Regional Director will investigate the complaint and issue a decision.
- (d) The Employer shall take such actions as are necessary respecting an employee who has engaged in harassment and bullying. Where the complaint is determined to be frivolous, vindictive or vexatious nature shall be cause for discipline, up to and including dismissal.
- (e) Unresolved complaints under this provision shall be submitted by either the Union or the Employer to the investigator under Clause 8.15 (Investigator).
- (f) All parties shall hold complaints pursuant to this article in strict confidence. All documentation concerning the complaint and investigation shall be sealed upon conclusion of the process.
- (g) Harassment does not include actions occasioned through exercising, in good faith, the Employer's managerial/supervisory rights and responsibilities.

ARTICLE 2 - RECOGNITION OF THE UNION

2.1 Bargaining Agent Recognition

- (a) Employer recognizes the B.C. Government and Service Employees' Union (BCGEU) as the exclusive bargaining agent for all employees in the bargaining unit.
- (b) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification, but shall not include the General Manager or any other position listed in Appendix 4.

2.2 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the Chairperson of the Union Bargaining Committee and to the President of the Union or their designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation of any article in this agreement, shall be forwarded to the chief steward and to the President of the Union or their designate.

2.3 No Other Agreement

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

2.4 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of their membership or activity in the Union. In addition, the parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select two (2) stewards and one (1) alternate to represent employees. The number of shop stewards may be changed by mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or

their alternate shall obtain the permission of their department head and in their absence the person in charge before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their department head and in their absence the person in charge.

Duties of the steward are:

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

2.6 Bulletin Board

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located at a place which is mutually agreed upon at the local level. Use of the bulletin board shall be restricted to the business affairs of the Union and the display of the union shop card.

2.7 Badges, Insignia and Union Shop Cards

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

2.8 Right to Refuse to Cross Picket Lines

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

2.9 Unpaid Leave - Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted with fourteen (14) days' written notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for employees selected for a full-time position with the Union for a period of one (1) year;

- (3) for an employee elected to the position of president or treasurer of the B.C. Government and Service Employees' Union (BCGEU);
- (4) for an employee elected to any body to which the Union is affiliated for a period of one (1) year and the leave shall be renewed upon request;
- (5) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (6) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC, provided the dispute involves the Employer; or
- (7) to employees representing the Union in collective bargaining.

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

The Union agrees to reimburse the Employer within twenty-eight (28) days of receipt of billing from the Employer.

2.10 Membership Information

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

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

2.11 Technical Information

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

ARTICLE 3 - UNION SECURITY

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

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the

amount of the regular monthly dues payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose. The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

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

(b) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days following the end of the month in which the deduction was made and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

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

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

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

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

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

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

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

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 Rights Reserved

The Union recognizes and agrees that except as specifically and expressly abridged, restricted, granted or modified by this agreement, all of the rights, powers and authority which the Employer had prior to the signing of this agreement are retained solely and exclusively by the Employer, including the management, operation and direction of its working forces.

6.2 Employer Rules

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

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Representation

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

7.2 Union Bargaining Committee

A union bargaining committee shall be elected and consist of a maximum of two (2) representatives of the bargaining unit.

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

7.3 Union Representatives

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

7.4 Definition of Employees

- (a) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work a minimum of seven (7) hours per day, and a minimum of thirty-five (35) hours per week, exclusive of unpaid meal breaks.
- (b) A regular part-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work less than a minimum of thirty-five (35) hours per week, exclusive of unpaid meal breaks.
- (c) A casual employee is one who is employed in work that is not of a continuous nature, including coverage for vacation, illness or injury, or temporary work which is created by a special project or contract.

7.5 Casual Employees

- (a) Casual employees shall be paid four percent (4%) holiday pay based on gross earnings and paid on each paycheque.
- (b) Casual employees, who have been employed for thirty (30) days with the Employer, who work on a proclaimed statutory holiday as per Clause 16.1 (Paid Holidays) shall be paid time and one-half (1½ x) if they have worked ten (10) days in the past thirty (30) days in addition to the statutory holiday.
- (c) Casual employees are covered by the following provisions of the collective agreement:
 - (1) Article 1 - Purpose of Agreement
 - (2) Article 2 - Recognition of the Union
 - (3) Article 3 - Union Security
 - (4) Article 4 - Check-off of Union Dues
 - (5) Article 5 - Employer and Union Shall Acquaint New Employees
 - (6) Article 6 - Employer's Rights
 - (7) Article 7 - Employer and Union Relations
 - (8) Article 8 - Grievances
 - (9) Article 9 - Arbitration
 - (10) Article 10 - Dismissal, Suspension and Discipline
 - (11) Article 11 - Seniority
 - (12) Article 12 - Vacancy Posting
 - (13) Article 14 - Hours of Work; except for 14.3(a)(e)(g)
 - (14) Article 15 - Overtime, except for 15.5(c), 15.6 and 15.8
 - (15) Article 22 - Safety and Health
 - (16) Article 24 - Work Clothing and Related Supplies
 - (17) Article 25 - Payment of Wages and Allowances, except 25.2
 - (18) Article 26 - Notice of New and Changed Positions
 - (19) Article 27 - General Conditions
 - (20) Article 28 - Term of Agreement
 - (21) Appendix 1 - Wage Schedule
 - (22) Appendix 2 - Casual Call-In
 - (23) Memorandum of Agreement #1 - Staff Meals

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

A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

7.6 Casual Employee Probationary Period

- (a) Casual employees shall serve a probationary period of four-hundred eighty-eight (488) hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.
- (b) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve a probationary period of four-hundred eighty-eight (488) hours.
- (c) 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 under Article 12 (Vacancy Posting), but will be required to complete the qualifying period under Clause 12.5 (Qualifying Period).

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

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

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

8.2 Step 1

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

A grievance shall not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and their immediate department head in accordance with Step 1 of the grievance procedure.

8.3 Time Limits to Present Initial Grievance

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

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

8.4 Step 2

(a) Subject to the time limits in Clause 8.3 (Time Limits to Present Initial Grievance), the employee may present a grievance at this level by:

- (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
- (3) transmitting this grievance to the designated supervisor through the union steward.

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

8.5 Time Limit to Reply at Step 2

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

8.6 Step 3

The President of the Union or their designate may advance a grievance at Step 3 within:

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

8.7 Time Limit to Reply at Step 3

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

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3 and pursuant to Article 9 (Arbitration), the President or their designate may inform the Employer of their intention to submit the dispute to arbitration within:

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

8.9 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.
- (c) In the event of a dispute, lockout, or other work stoppage in a Canada Post Office within British Columbia, this section shall not apply.
- (d) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

8.10 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the General Manager or their designate presenting the grievance to the President of the Union or the union area staff representative.

Failing satisfactory settlement at Step 3 and pursuant to Article 9 (Arbitration), the Employer may inform the President or their designate of their intention to submit the dispute to arbitration within:

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

8.11 Time Limits

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

8.12 Deviation from Grievance Procedure

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

8.13 Policy Grievances

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

8.14 Dismissal or Suspension

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

8.15 Investigator

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

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

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

ARTICLE 9 - ARBITRATION**9.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 8 (Grievances), notify the other within thirty (30) days of the receipt of the reply at Step 3 of its desire to submit the difference or allegation to arbitration.

9.2 Arbitrator

- (a) When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party of the agreement within fourteen (14) days;

(b) The parties agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators listed in Appendix 3.

9.3 Decision of the Arbitrator

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

9.4 Disagreement on Decision

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

9.5 Expenses of Arbitration

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

9.6 Amending Time Limits

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

9.7 Expedited Arbitration

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

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

- (a) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) the location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose;
- (c) the Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- (d) all decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- (e) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (f) the parties shall equally share the costs of the fees and expenses of the Arbitrator;
- (g) the expedited Arbitrator, who shall act as a sole arbitrator, shall be mutually agreed to by the parties.

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

9.8 Settlement Officer

The parties may agree, within forty-five (45) days of the completion of the steps of the grievance procedure preceding a reference to arbitration, may request to appoint a settlement officer to confer with the parties to assist them to settle the difference as per Section 87 of the *BC Labour Relations Code*.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

In all cases of discipline and dismissal, the burden of proof of just cause shall rest with the Employer, except in the case of probationary employees.

10.2 Notice of Dismissal or Suspension

Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension, and a copy shall be sent to the President of the Union or their designate.

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand, letters of suspension, and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (b) Upon the employee's written request, any such document, other than official performance appraisals shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided that there has not been any further infraction of the same issue.
- (c) In cases where disciplinary documents relate to resident or patient abuse, such documents will be maintained in the employee's file for a period of twenty-four (24) months from the date it was issued provided that there has not been any further infractions of resident abuse.

10.4 Evaluation Reports

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

An employee shall receive a copy of this evaluation report at the time of signing.

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

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

10.5 Personnel File

- (a) An employee, or the President of the Union (or their designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as

the case may be, shall give the Employer adequate written notice, prior to having access to such file. Access to the file shall be no later than three (3) days after notice is given.

(b) With reasonable written notice given to the Employer, an employee shall be permitted to review their personnel file in the office in which the file is normally kept.

10.6 Right to Have Steward Present

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

Where a General Manager/designate intends to interview an employee for disciplinary purposes, the General Manager/designate must notify the employee four (4) hours in advance of the purpose of the interview in order that the employee has the right to contact their steward, providing that this does not result in an undue delay of the appropriate action being taken.

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

10.7 Employment Abandoned

Any employee who fails to report for work and does not notify their person in charge within three (3) workdays, and who cannot give an acceptable reason for their absence, shall be considered as having abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

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

Where seniority hours are equal, seniority will be determined by the date on the employee's hire letter. If the date on the hire letter is the same, seniority will be determined by the date and time of the employee's interview.

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

11.2 Seniority Lists

Seniority lists for regular and casual employees shall be posted within the first week of the months of January, April, July, and October. The seniority lists shall include the name, classification, and straight-time hours paid up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the President of the Union or their designate and to the chief steward. Such lists shall be open for final correction for a period of thirty (30) calendar days following the posting, after which the seniority list will be considered accurate.

11.3 Loss of Seniority

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

- (a) they are discharged for just cause;
- (b) they voluntarily terminates their employment;
- (c) they are on layoff for more than twelve (12) months;
- (d) they abandon their position in accordance with Clause 10.7 (Employment Abandoned);
- (e) they are on layoff and fail to report when recalled for work of an ongoing nature within seven (7) calendar days after being notified of recall by registered mail from the Employer. Employees who are required to provide notice to another employer may report to work within fourteen (14) calendar days after being notified of recall by registered mail.

11.4 Same Service Seniority Date

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

ARTICLE 12 - VACANCY POSTING

12.1 Postings

- (a) A posting shall be required for vacancies or new positions which are in excess of two (2) calendar months and which the Employer is seeking to fill. A one-time increase or decrease of five (5) hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy. Any such increase in hours shall be offered to employees in the same classification in order of seniority, provided the employees are qualified to do the job of the less senior employee. Any such decrease shall be effected in reverse order of seniority among the employees in the same classification.
- (b) A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.
- (c) The Employer agrees to post such vacancy or new job for a period of at least seven (7) calendar days in advance of the selection. Applications must be received during the seven (7) day period in order to be considered by the Employer.
- (d) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work and wage rate.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of two (2) months or less shall be filled in accordance with Appendix 2.
- (f) A copy of the job posting will be sent to the chief steward.
- (g) If a vacancy is posted and filled by an employee currently in the bargaining unit, the successful applicant will be notified within one (1) week of the decision being made and the name of the successful candidate will be posted on the bulletin board.

(h) An employee granted a temporary promotion or transfer shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.

12.2 Eligibility to Apply for Postings

(a) Employees who post into any temporary vacancy in the same classification are expected to complete the term of the vacancy. This shall not apply in circumstances where a new temporary vacancy provides additional hours.

(b) Notwithstanding (a) above, an employee working in a temporary vacancy may apply for a subsequent temporary vacancy without completing the current temporary vacancy once per calendar year.

12.3 Selection Criteria

The successful applicant will be determined on consideration of the qualifications, knowledge, education, skills, experience and suitability. Where two (2) or more applicants are equal, the one with the greater seniority within the same classification will be selected.

12.4 Probationary Period

It is understood that all new employees will be subject to a probationary period of four-hundred eighty eight (488) hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which they have been appointed.

12.5 Qualifying Period

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of four-hundred eighty-eight (488) hours worked. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to their former position, they shall be returned to their former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position, and wage or salary rate, without loss of seniority.

12.6 Applications from Employees

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

12.7 Right to Grieve

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

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

An unsuccessful applicant may file a grievance at Step 1 within seven (7) calendar days of receipt of the written reasons, outlined above.

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

12.8 Vacancy Posting

If a regular employee is absent from their position for more than twenty-four (24) months as a result of a medical claim, such position will be posted in accordance with the provisions of Article 12 (Vacancy Posting).

When the employee who is on claim for more than twenty-four (24) months is medically able to return to work, they shall be placed into an equivalent position. The requirement to post this position per this article shall be waived for the employee.

ARTICLE 13 - LAYOFF AND RECALL

"Layoff" is:

- (a) A cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization; or
- (b) A reduction in hours of work greater than five (5) hours per week from the employees' posted position or that results in a change in the employees' status.

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

- (c) the employees shall be laid off by job classification in reverse order of seniority;
- (d) a laid off employee may bump a less senior employee in the same classification, provided the employee is qualified to do the job of the less senior employee.

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

- (e) after three (3) consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one (1) week's wages as compensation for length of service.

- (1) the Employer's liability for compensation for length of service increases as follows:
 - (i) after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages;
 - (ii) 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.
- (2) the liability is deemed to be discharged if the employee:
 - (i) is given notice of termination as follows:
 - a. one (1) week's notice after three consecutive months of employment;
 - b. two (2) weeks' notice after 12 consecutive months of employment;
 - c. 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.
 - (ii) is given a combination of written notice under (d)(3)(i) and money equivalent to the amount the Employer is liable to pay, or

- (iii) terminates the employment, retires from employment, or is dismissed for just cause.
- (f) Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one (1) year, and shall be recalled, subject to ability to do the work available, on the basis of last off - first on.
- (g) Employees on layoff shall be recalled to their former classification in order of seniority subject to ability to do the work available.
- (h) New employees will not be hired into regular positions until those laid off in that classification have been given an opportunity of recall.
- (i) The Employer shall send notice of recall by registered mail to the employee at their last known address. An employee who is recalled to work after layoff must return to work within seven (7) days of receipt of the notice of recall. If the employee must serve notice at their current job, they will have fourteen (14) days to return to work.

ARTICLE 14 - HOURS OF WORK

14.1 Continuous Operation

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

14.2 Hours of Work

The hours of work for a regular full-time employee will range from a minimum of seven (7) hours per day, exclusive of unpaid meal breaks, and a minimum of thirty-five (35) hours per week.

14.3 Scheduling

- (a) The Employer shall arrange all shift schedules and post them at least fourteen (14) days in advance of the effective date.
- (b) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of six (6) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15 (Overtime).
- (c) There shall be no split shifts.
- (d) An employee reporting to work at the call of the Employer shall be paid a minimum of two (2) hours' pay at their regular rate of pay if they do not commence work, and a minimum of four (4) hours' pay at their regular rate of pay if they commence work.
- (e) Employees may exchange shifts with the prior approval of the Employer, provided that a minimum of forty-eight (48) hours' advance notice in writing is given and there is no increase in cost to the Employer. In extraordinary circumstances, the General Manager may approve shift exchanges with less than forty-eight (48) hours' notice.
- (f) If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next regular shift, the employee shall not be required to report to work until there are (8) eight clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.

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

- (1) the change is consistent with the operational requirements and the provisions of the collective agreement and is not capricious, arbitrary, discriminatory or in bad faith; and
- (2) the Employer has inquired into and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work, days off and work areas; and the impact the changes will have on the personal circumstances of such employees; and
- (3) if there is a change in rotation, that rotation will be posted for fourteen (14) days in advance. Employees who have been directly impacted by the change in rotation shall have seven (7) days after the close of the posting to bid on a maximum of three (3) shifts. Appointments will be based on seniority. Any unfilled shifts will be posted and filled based on Clause 12.3 (Selection Criteria).

14.4 Rest and Meal Periods

- (a) There shall be a fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four (4) hours, will receive one (1) fifteen (15) minute paid rest period.
- (b) An unpaid meal period of one-half (½) hour will be scheduled as close as possible to the middle of each shift of five (5) hours or more and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees who are required to remain on the premises during a meal period shall be paid for a full shift, inclusive of a paid meal break.
- (c) The issue of designated staff areas for rest and lunch areas and the appropriate use of those areas will be discussed at the Joint Labour/Management Committee.

ARTICLE 15 - OVERTIME

15.1 Definition of Overtime

- (a) "*Overtime*" means authorized work performed by an employee in excess of the hours of work outlined in Clause 14.2 (Hours of Work). Overtime shall not be claimed or received for work which is less than fifteen (15) minutes. All work less than fifteen (15) minutes in excess of the hours of work outlined in Clause 14.2 (Hours of Work), shall be paid at straight-time rates of pay. Work in excess of fifteen (15) minutes will be paid at the applicable overtime rate.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times (1½x) the straight-time rate.
- (d) "*Double-time*" means two times (2x) the straight-time rate.

15.2 Authorization and Application of Overtime

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

15.3 Right to Refuse Overtime

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

15.4 Overtime for Part-Time Employees

A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than 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. Overtime rates shall apply to hours worked in excess of the normal hours in the workday of a full-time employee.

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

15.5 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half for the first three (3) hours of overtime on a regularly scheduled workday;
- (b) double-time in excess of (a)(5);
- (c) subject to Clause 15.4 (Overtime for Part-time Employees), time and one-half for all hours worked on the employee's scheduled day of rest, but employees shall not have the day off scheduled;
- (d) overtime shall be compensated in either cash or time off or a fifty/fifty (50/50) combination of both. Overtime off shall be scheduled at a mutually agreeable time. An employee who has opted for compensating time off in lieu of overtime premium pay shall take the time off by March 31st and September 30th of each year. If the accumulated time off is not taken before the above-noted dates, the balance of the banked overtime premium shall be paid on the employee's next regular paycheque.

15.6 Callback

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

15.7 Rest Interval

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

15.8 Shift Exchanges

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

15.9 Overtime Meal Allowance

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

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

The following are recognized as statutory holidays at the facility:

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

16.2 Scheduling of Paid Holidays

The Employer shall identify on the work schedule the day which corresponds to the employee's statutory holiday entitlements.

16.3 Holiday Falling on a Scheduled Day Off

When a holiday provided for in Clause 16.1 (Paid Holidays) is observed on a regular full-time or part-time employee's scheduled day off, the employee shall be entitled to a day off with pay in lieu of the holiday provided for in Clause 16.1 (Paid Holidays), to be taken on a day to be agreed between the Employer and the employee.

16.4 Holiday Falling on a Scheduled Workday

When a holiday provided for in Clause 16.1 (Paid Holidays) is observed on a full-time or part-time employee's scheduled workday and the employee works on that day, such employee shall be compensated at the rate of time and one-half for hours worked and shall be entitled to another day off with pay in lieu of the holiday provided for in Clause 16.1 (Paid Holidays).

16.5 Holiday Coinciding With a Day of Vacation

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

16.6 Christmas or New Year's Day Off

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

16.7 Alternative Days Off

Employees are entitled to up to two (2) days' leave of absence without pay per calendar year to observe spiritual, cultural or holy days not observed on days identified in Clause 16.1 (Paid Holidays). Such leave shall not be unreasonably withheld and may be subject to operational requirements. The written request

must be received at least fourteen (14) days in advance, provided it does not create an overtime situation for the Employer. Employees may use their vacation, personal leave days or floating stats for these days.

16.8 Paid Holiday Pay

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

ARTICLE 17 - ANNUAL VACATIONS

17.1 Vacation

- (a) Regular employees are eligible for paid vacation time as follows:

	Time Off	% of Straight-Time Earnings
One (1) to four (4) years' continuous service	ten (10) working days	four percent (4%)
Five (5) or more years' continuous service (on anniversary of hire date)	fifteen (15) working days	six percent (6%)

- (b) *Proration of Vacation Days*

Vacation entitlement shall be prorated based on total straight-time hours paid. Casual employees receive vacation pay in lieu of paid vacation time on every pay (equal to four percent [4%] of gross earnings).

The vacation year runs from January 1st to December 31st. Vacation time is earned July 1st to June 30th. Vacation earned from July 1st to December 31st must be taken the following calendar year. Vacation time earned from January 1st to June 30th must be taken within the calendar year.

17.2 Vacation Earnings for Partial Year

- (a) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.
- (b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.
- (c) An employee whose employment ceases before they have completed five (5) working days of employment is not entitled to annual vacation pay.

17.3 Vacation Carryover

An employee may carry over up to five (5) days' vacation leave per vacation year for two (2) consecutive vacation years, up to a maximum of ten (10) days. Such carried over vacation must be taken together along with any additional vacation to which the employee is entitled, no later than the third vacation year. Employees planning to carry over vacation leave credits shall notify their General Manager, in writing, by January 1st of each vacation year.

Failure by an employee to schedule these vacation days by January 1st of the third (3rd) year will result in the Employer scheduling this vacation during the year. There shall be no pay settlement for these vacation days. The rate of pay used to calculate the employee's vacation time shall be based upon the rate of pay to which the employee was entitled when the vacation was earned.

17.4 Callback

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred thereby by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation time.

17.5 Vacation Scheduling

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

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

17.6 Vacation Schedules

- (a) Employees shall submit their vacation requests to their General Manager or designate on or before April 1st of each calendar year with respect to vacation time requested within that calendar year.
- (b) An employee who does not exercise their seniority rights by April 1st shall submit requests for vacations in writing. Such requests will be approved on a "*first come, first served*" basis, subject to operational requirements.
- (c) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

17.7 Vacation Pay

Upon receipt of thirty (30) days' written notice, the Employer shall pay to the employee, immediately prior to the commencement of their vacation, an amount equivalent to their vacation pay earned, up to the amount of vacation time being taken.

17.8 Vacation Credits Upon Death

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

17.9 Reinstatement of Vacation Days

In the event an employee is qualified for compassionate leave, sick or injured prior to the commencement of their vacation, or on any other approved leave with pay during the employee's vacation period, there

shall be no deduction from the vacation credits for such leave. The vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Entitlement

Employees who have completed their probationary period shall be compensated at seventy percent (70%) for up to five (5) days in a calendar year. These days shall be non-cumulative from year to year.

18.2 Medical Certificates

The General Manager may require employees who are absent from work due to illness exceeding three (3) consecutive shifts, exceed five (5) sick leave occurrences in one (1) calendar year or appear to have a pattern of absences, to provide a medical certificate. The cost of obtaining a medical certificate will be borne by the employee.

18.3 Employee to Inform Employer

The employee shall advise the General Manager/designate at least twenty-four (24) hours prior to the start of their next shift or as soon as possible of their inability to report to work because of sickness or injury, the nature of the illness or injury, and the probable date of their return to work.

Employees who are absent from work because of sickness shall contact the General Manager/designate on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

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

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

18.4 Expiration of Sick Leave Credits

The Employer shall inform employees, upon request of their sick leave credits. At the expiration of sick leave credits, employees who continue to be off on sick leave shall apply for and be placed on unpaid leave of absence in accordance with Clause 20.4 (Unpaid Leave). If the employee is not fit to return to their previous position at the expiry of the unpaid leave of absence, the employee must apply for further leave of absence.

18.5 Probationary Period

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

18.6 Third Party Coverage

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

at any time after six (6) months following the illness or injury, unless the employee first elects to take action on their own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

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

ARTICLE 19 - WORKERS' COMPENSATION

19.1 Sick Leave/Workers' Compensation

Sick leave shall be paid for one (1) day or less not covered by the *Workers Compensation Act*.

19.2 Absent While on Compensation

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

- (a) seniority hours pursuant to Clause 11.1 (Seniority Defined) shall continue to accrue;
- (b) vacation entitlement in Clause 17.1 (Vacation) shall continue to accrue.

19.3 Employee to Contact Employer

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

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

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Compassionate Care Leave

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

20.2 Compassionate Leave

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

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

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

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

20.3 Unpaid Leave for Public Office

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

20.4 Unpaid Leave

(a) Subject to 20.4(b), an employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice of at least fourteen (14) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall be subject to operational requirements and shall not be unreasonably withheld.

(b) Such leave shall not be granted where the employee is assuming other employment. Leaves shall not be extended beyond six (6) months, except in exceptional or unusual circumstances.

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

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

20.5 Education Leave

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

(b) When an employee goes on approved education leave, upon completion of the leave they will return to their former position.

(c) Educational courses referred to on a job description shall not be paid for by the Employer.

20.6 Jury Duty and Leave for Court Appearances

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

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

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article will give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave will give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.

21.1 Pregnancy Leave

- (a) The employee will be granted leave for a period not longer than seventeen (17) consecutive weeks.
- (b) The period of maternity leave will commence not earlier than thirteen (13) weeks before the expected date of delivery and end no later than seventeen (17) weeks after the leave begins.
- (c) A request for shorter period under Clause 21.1(b) (Pregnancy Leave) must be given in writing to the Employer at least one (1) week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of pregnancy leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Pregnancy leave may be extended for up to an additional six (6) months for health reasons where a qualified medical practitioner's certificate is presented.

21.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:

(1) In the case of the birth mother, up to sixty-one (61) consecutive weeks commencing immediately following the end of the pregnancy leave under Article 21 (Pregnancy and Parental Leave),

(2) In the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to sixty-two (62) consecutive weeks commencing within the seventy-eight (78) week period following the birth of the child,

(3) In the case of an adopting parent, up to sixty-two (62) consecutive weeks commencing within the seventy-eight (78) week period following the date the adopted child comes into the actual care and custody of the parent or within the two (2) week period preceding the date the adopted child comes into the actual care and custody of the parent.

(c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

21.3 Leave Without Pay

All leave taken under Article 21 (Pregnancy and Parental Leave) is leave without pay.

21.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Clause 21.1 (Pregnancy Leave) and 21.2 (Parental Leave) in respect of the birth or adoption of any one (1) child will not exceed seventy-eight (78) weeks, except as provided under Clause 21.1(f) (Pregnancy Leave) and/or 21.2(c) (Parental Leave).

21.5 Return from Leave

- (a) On return from leave, an employee will be placed in their former or comparable position.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Clause 21.1 (Pregnancy Leave) or Clause 21.2 (Parental Leave).

21.6 Benefit Plan

If an employee maintains coverage for benefit plans while on pregnancy or parental leave, the Employer agrees to pay the Employer's share of these premiums.

21.7 Seniority Rights on Return to Work

- (a) An employee who returns to work after the expiration of the pregnancy and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one (1) month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Clause 21.9 (Extended Child Care Leave)
- (c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

21.8 Sick Leave Credits

- (a) Prior to the commencement of pregnancy leave, illness arising due to pregnancy may be covered by normal sick leave.
- (b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. They may use this leave until all danger from such disease or condition no longer exists.

21.9 Extended Child Care Leave

Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 21.1 (Pregnancy Leave) and 21.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one (1) year.

An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended care leave.

An employee on extended child care leave will provide the Employer with at least one (1) month's written notice of return from such leave.

Upon return from extended child care leave, an employee will be placed in their former or comparable position.

ARTICLE 22 - SAFETY AND HEALTH**22.1 Safety Committee**

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

- (a) up to two (2) representatives appointed by the Employer; and
- (b) up to two (2) representatives or their alternate(s) as appointed by the Union.

The union representatives shall be employees at the workplace.

22.2 Committee Responsibilities

The Joint Health and Safety Committee shall function in accordance with the provisions of the *Occupational Health and Safety (OHS) Regulation* made pursuant to the *Workers Compensation Act*. Minutes of all Joint Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the union designate.

The Union agrees to actively pursue with the other health care unions certified within the same facility a joint union committee for the purposes of this article.

22.3 Date of Injury

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

22.4 Transportation

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

22.5 Right to Refuse Unsafe Work

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

22.6 Lieu Time to Attend Meetings

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

22.7 Investigation of Accidents

The Joint Health and Safety Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. The Committee may investigate the incident jointly, by one representative of the Union and one employer representative and report to the Union and the Employer on the nature and cause of the accident or injury. Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board.

In the event of a fatality, the Employer shall immediately notify the President of the Union or their designate and the Bargaining Committee Chairperson.

ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

This article will not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the long-term care field.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

Any employee classified as a regular employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which they are employed.

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

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employee.

However, when necessary to reduce staff, it shall be done in accordance with Article 13 (Layoff and Recall).

ARTICLE 24 - WORK CLOTHING AND RELATED SUPPLIES

Where the Employer requires an employee to wear special clothing, the Employer shall provide such special clothing and the Employer will maintain and launder such items as set out below. This will not apply where a general dress code is applicable.

The Employer shall provide each cook with two (2) sets of jackets. These will be replaced as needed, but not more than once per year.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**25.1 Paydays**

- (a) Employees shall be paid biweekly by direct deposit.
- (b) The distribution of paycheque stubs shall be as per current practices.
- (c) Pay statements given to employees on their payday shall include the designation of statutory holidays paid, the current paid hours, year to date hours, accrued and used sick leave credits, accrued and used vacation hours.

25.2 Pay on Temporary Assignment

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

ARTICLE 26 - NOTICE OF NEW AND CHANGED POSITIONS**26.1 Job Descriptions**

The Employer agrees to supply the President of the Union or their designate, and chief steward with the job descriptions for those classifications in the bargaining unit.

26.2 New Classifications/Duties**(a) *Notice of New Positions***

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

(b) *Notice of Changed Positions*

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

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

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

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

ARTICLE 27 - GENERAL CONDITIONS

27.1 Indemnity

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

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

27.2 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.

27.3 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, the Union shall print and distribute sufficient copies of the agreement to the stewards for distribution to employees on staff.

The cost shall be shared equally. The Union will invoice the Employer.

27.4 Volunteers and Bargaining Unit Work

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

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

27.5 Personal Property Damage

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

27.6 Joint Labour/Management Committee

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

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

27.7 Employee Access to Leave Records

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

27.8 Mandatory Attendance at Meetings or Training

Employees who are required to attend mandatory meetings or training outside their normal working hours shall be credited with equivalent straight-time off with pay, to be scheduled at a mutually agreeable time, or may elect to be paid the equivalent time at straight-time hours.

27.9 Mileage

An allowance of fifty cents (50¢) per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

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

ARTICLE 28 - TERM OF AGREEMENT

28.1 Duration

This agreement shall be binding and remain in effect until midnight, December 31, 2021.

28.2 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 September 30, 2021 but in any event, no later than midnight on October 31, 2021.
- (b) Where no notice is given by either party prior to September 30, 2021, both parties shall be deemed to have given notice under this section on October 31, 2021.
- (c) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the General Manager.

28.3 Change in Agreement

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

28.4 Agreement to Continue in Force

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

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

28.5 Effective Date of Agreement

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Tony Arimare
Lead Negotiator

Karen Henke
Bargaining Committee

Jennie Deneka
Partner, PRSHM LP

Raymond Matte
Bargaining Committee

Ryan Stewart
Staff Representative

Signed this _____ day of _____, 20_____.

APPENDIX 1
Wage Schedule
Classifications and Hourly Rates

Classification	Jan 1/18	Jan 1/19	Jan 1/20	Jan 1/21
Recreation Coordinator	\$19.20	\$20.07	\$20.47	\$20.88
Cook	\$16.72	\$17.48	\$17.83	\$18.19
Server	\$12.65	\$14.54	\$15.48	\$16.26
Housekeeper	\$12.65 \$13.07 \$13.85 \$14.64	\$15.30	\$15.80	\$16.31
Maintenance	\$21.44	\$22.42	\$22.87	\$23.33

It is understood that the January 1, 2019 rates are effective on that date.

A one-time, lump sum payment shall be provided to employees actively employed at the date of ratification as follows:

- Payment shall be made based on three percent (3%) of gross earnings from January 1, 2018 to December 31, 2018.
- Sheryl Creber and Brittany Rudolph, who are on pregnancy and/or parental leave, are entitled to receive a lump sum payment as if they had not been on such leave.

APPENDIX 2
Casual Call-in

(1) Casual Register

- (a) Part-time employees who are registered for casual work, will be called first, in order of seniority.
- (b) Casuals will be called, in order of seniority, following the part-time employees.
- (c) Any dispute regarding a casual shift that will be worked three (3) days or more from the booking date, must be discussed with the General Manager/designate prior to the commencement of that shift.
- (d) Any other dispute regarding casual shifts will be handled via the grievance procedure.
- (e) In the event of a dispute the Union shall have access to the log books(s).

(2) Part-Time Employees

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

(b) Notwithstanding (a) above, regular part-time employees on the casual register will be offered first opportunity to fill vacant shifts and blocks less than two (2) calendar months.

If a regular part-time employee accepts a block rotation, the resulting vacancy will be filled by the most senior casual.

There will be no resulting overtime in accepting additional shifts or filling a vacant block.

Any shift or block must be completed as accepted.

(c) Part-time employees must notify the General Manager/designate, in writing, by the first day of each month of their availability for casual work.

Example: employee notifies Manager by March 1st that they are available for casual work in April as follows:

- April 5 - available
- April 20, 21, 22 - available
- April 25 - available

(d) Once part-time employees have provided notice of availability in writing, they will be placed on the casual register, in order of seniority for the following month. If the employee's availability changes, they must notify the Employer as soon as possible.

(3) **Casual Employees**

(a) "Short Calls" (i.e. less than twenty-four [24] hours' notice) only casual employees will be contacted for "short calls".

(b) Casual employees must notify the General Manager/designate, in writing, by the first day of each month of their availability for casual work and the days that they are available to work a shift with less than twenty-four (24) hours' notice (for "short calls") for the following month. If the employee's availability changes they must notify the Employer as soon as possible.

Example: employee notifies General Manager by March 1st that they are available for casual work in April as follows:

- April 5 - available with 24 hours' notice for short calls
- April 20, 21, 22 - available but require more than 24 hours' notice
- April 25 - available with 24 hours' notice for short calls

(c) Casual employees have the right to refuse one (1) shift per month from their "stated availability" submitted to the General Manager. If a casual employee refuses six (6) shifts within a five (5) month period, on the sixth (6th) refusal, they will lose all their seniority and be placed on the bottom of the casual call-in list.

Further, if this employee refuses three (3) shifts within a three (3) month period, they will be deemed to have terminated their employment.

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

(a) Casual and part-time employees are required to provide up to one (1) phone number at which to be contacted at for casual shifts.

(b) For "short calls", to fill shifts within twenty-four (24) hours, casuals only will be called in order of seniority and availability.

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

APPENDIX 3

List of Arbitrators/Investigators

Chris Sullivan
David McPhillips
Corinne Bell
Marli Rusen
Marguerite Jackson

APPENDIX 4

Exclusions

General Manager
Food Service Manager
Marketing Manager
Administrative Assistant

MEMORANDUM OF AGREEMENT #1
Staff Meals

The parties agree that the following shall govern the price charged to employees for staff meals at the facility.

All employees shall pay four dollars (\$4) for meals until the end of this agreement.

Beverages will be supplied free of charge.

MEMORANDUM OF AGREEMENT #2
Contracting Out

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

This memorandum of agreement is renewed for the term of the agreement.

MEMORANDUM OF AGREEMENT #3
Job Descriptions

Within six (6) months of ratification of this collective agreement, the Employer will supply the Union with job descriptions for each of the classifications in Appendix 1.

MEMORANDUM OF AGREEMENT #4
Extended Health and Welfare Benefits

1.1 Employer to Provide Extended Health and Welfare Benefits

Effective April 1, 2020, the Employer will provide the following extended health and welfare benefits to eligible employees:

(a) *Dental Plan*

A dental plan covering eighty percent (80%) of the costs of basic diagnostic and preventative services and fifty percent (50%) of the costs of major restorative procedures for eligible employees and their dependants. The dental plan is subject to an individual maximum annual payment of one-thousand dollars (\$1,000) per eligible employee and each of their dependants. The Employer will pay fifty percent (50%) of the premiums.

(b) *Group Life and Accidental Death and Dismemberment*

A group life insurance policy and an accidental death and dismemberment policy. The Employer will pay fifty percent (50%) of the premiums.

(c) *Extended Health Care Plan*

An extended health care plan with a twenty-five dollar (\$25) annual deductible and unlimited lifetime maximum for claims, covering one-hundred percent (100%) of the cost beyond the deductible for eligible employees and their dependants. The plan will include, at a minimum:

- (1) Nursing care with a maximum of no less than five-thousand dollars (\$5,000) per person every one (1) year;
- (2) Hearing aids with a maximum of no less than five-hundred dollars (\$500) per person every five (5) years;
- (3) Corrective lenses, including contact lenses, with a maximum of no less than two-hundred dollars (\$200) per person every two (2) years;
- (4) Out of province, including out of country, emergency medical services with a maximum of no less than one million dollars (\$1,000,000) per person per lifetime;
- (5) Prescription drugs with a maximum of no less than fifteen thousand dollars (\$15,000) per person every one (1) year. A direct pay drug card will be provided and prescription drug coverage will be determined in accordance with an evidence based drug plan. Parties agree to the introduction of the evidence based drug plan.

The Employer will pay fifty percent (50%) of the premiums.

1.2 Eligibility and Commencement of Coverage

(a) Eligible Regular Employee

For purposes of this memorandum of agreement, a regular full-time or regular part-time employee who works twenty (20) hours or more per week is an eligible employee.

(b) Commencement of Coverage for Eligible Regular Employee

For an existing eligible employee who has completed their probationary period, coverage will commence on April 1, 2020. For a new or existing employee who has not completed their probationary period, coverage will commence on the first (1st) day of the calendar month immediately following the calendar month in which the employee completes their probationary period or April 1, 2020, whichever is later.

(c) Eligible Casual Employee

For the purposes of this memorandum of agreement, a casual employee who is temporarily filling a regular full-time or regular part-time position with a duration of at least six (6) continuous months and who works twenty (20) hours or more per week is an eligible employee for the duration of the temporary assignment only.

(d) Ineligible Casual Employee

For the purposes of this memorandum of agreement, a casual employee is an ineligible employee except as specified in (c) immediately above. For clarity, a casual employee who fills a series of regular full-time or regular part-time positions with durations of less than six (6) continuous months each is ineligible even where the cumulative length of a series of such assignments is six (6) months or longer.

(e) Commencement of Coverage for Eligible Casual Employee

Coverage will commence for an eligible casual employee on the first (1st) day of the calendar month immediately following the calendar month in which the employee reaches four hundred eighty-eight (488) hours worked in the temporary position.

1.3 Employer to Arrange for Coverage

The Employer's obligations and liability with regard to providing the extended health and welfare benefits specified in this memorandum of agreement is in all events limited to arranging and paying premiums for the underwriting coverage by the insurer(s) and the internal procedural administration of the plans. The Employer cannot be held liable for refusal by the insurer(s) to underwrite any plan, for cancellation of coverage of any plan by the insurer(s) or for the rejection of any claim(s) by the insurer(s).

1.4 Memorandum Integral to Collective Agreement

This memorandum of agreement forms part of the collective agreement.