

COLLECTIVE AGREEMENT

between the

**THE SALVATION ARMY
SOUTHVIEW HEIGHTS AND TERRACE**

and the

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

Effective from April 1, 2019 to March 31, 2022

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DEFINITIONS

For the purpose of this agreement:

1. "*Casual Employee*" is one who is employed in the following capacities:
 - (a) for relief purposes;
 - (b) for temporary workload situations;
 - (c) for regularly scheduled shifts of less than 20 hours per week.
2. "*Employer*" means The Salvation Army Southview Heights and Terrace.
3. "*Job Description*" means position description.
4. "*Leave of Absence With Pay*" means to be absent from duty with permission and with pay.
5. "*Leave of Absence Without Pay*" means to be absent from duty with permission but without pay.
6. "*Regular Full-Time Employee*" means an employee who is appointed to a regularly scheduled position and is regularly scheduled to work full-time 30 hours or more per week in accordance with Article 14 (Hours of Work and Scheduling). A regular full-time employee is entitled to all of the benefits outlined in the agreement except where otherwise specified.
7. "*Regular Part-Time Employee*" means an employee appointed to a regularly scheduled position of at least 20 hours per week. A regular part-time employee is entitled to all benefits outlined in the agreement on a pro rata basis, except where otherwise specified.
8. "*Union*" means the union designated on the certification with the Employer attached to the certification issued from time to time by the Labour Relations Board.
9. "*Volunteers*" are workers utilized by the Employer, from time to time, to carry out varied duties and responsibilities. Such volunteers are not considered members of the bargaining unit. Volunteers shall not be retained in such a way as to displace bargaining unit members.
10. "*Student Placements*" are workers utilized by the Employer, from time to time, to carry out varied duties and responsibilities. Such student placements are not considered members of the bargaining unit. Student Placements shall not be retained in such a way as to displace bargaining unit members.
11. "*Management*" are those individuals employed in managerial positions that are excluded from the bargaining unit. The parties understand and agree that management personnel may participate in bargaining unit work, as has been the practice.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this agreement is to set forth terms and conditions of employment affecting employees covered by the agreement.
- (b) These terms and conditions shall reflect the parties' understanding that the worksite is the client's home and that meeting their needs through the provision of uninterrupted, skilful and efficient service is the primary purpose of the Employer and its employees.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict with Rules

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

1.4 Human Rights Code

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

1.5 Essential Services

The parties agree that the services provided to the residents of Southview Heights and Terrace constitute essential services pursuant to Section 72 of the *BC Labour Relations Code*.

1.6 Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment. The parties agree to foster and promote such an environment. To that end both parties subscribe to the principles and purposes set out in The Salvation Army Canada and Bermuda Territory Respect in the Workplace Policy.
- (b) The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- (c) An employee complaining of harassment is encouraged to address their concerns directly with the person(s) engaging in the conduct. If unwilling or unable to resolve the matter in this manner, the complainant may refer the matter to their manager or the Executive Director, who will investigate the matter and attempt to resolve the issue informally.
- (d) If the matter is not resolved informally the complainant may either file a formal complaint with BC Divisional Employee Relations/Human Resources or submit the matter to the grievance procedure at Step 2.
- (e) Formal complaints alleging harassment should be submitted in writing within six months of the latest alleged occurrence. Upon receipt of a formal complaint, the Employer shall notify in writing the union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (f) An alleged harasser (respondent) shall be given notice of the substance of a complaint under this article and shall be entitled to union representation and to attend, and participate in any hearing.
- (g) Harassment is defined as deliberate actions that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work purpose, toward an individual or individuals by the employees of the Employer, on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia. Harassment also includes types and examples of harassment as defined in the policy including Discriminatory, Psychological, Sexual and Personal Harassment.

- (h) Management actions which are conducted in a respectful manner, including measures to correct performance deficiencies or to impose discipline for workplace infractions, do not constitute harassment.
- (i) Both genders can be victims/offenders of sexual harassment directed toward either men or women.
- (j) This definition of harassment is not meant to inhibit workplace interactions or relationships.
- (k) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents relating to client or resident contact, provided the acts are committed within the course of the employment relationship.
- (l) The Employer agrees to maintain The Salvation Army Canada and Bermuda Territory Respect in the Workplace Policy including the requirement for employees to participate in mandatory harassment training. Prior to the implementation of any national changes or amendments at Southview Heights and Terrace, the Employer shall consult with the Union and the parties shall mutually agree to the changes.
- (m) In addition to the procedures outlined above complainants retain their right to file complaints directly with the Human Rights Tribunal of British Columbia.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded:
 - (1) by mutual agreement between the parties; or
 - (2) by virtue of a decision by the Labour Relations Board of British Columbia.
- (b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.
- (c) If no agreement is reached within 30 days of the notification either party may refer the matter to the Labour Relations Board for a final and binding determination.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on November 27, 2000, applies. (Pending future Labour Board decision.)

2.3 Correspondence and Directives

The Employer shall forward to the applicable Union's designate a copy of:

- (a) any directives circulated to employees pertaining to the interpretation or application of this agreement.
- (b) any correspondence to any employee pertaining to the interpretation or application of the agreement as it applies to that employee.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select three stewards and an alternate to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and/or alternates.
- (c) A steward, or the alternate, shall obtain the permission of the immediate supervisor before leaving work to perform duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming normal duties, the steward shall notify the supervisor.
- (d) The duties of the stewards shall include:
 - (1) investigation of complaints of an emergent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and related functions during ratification votes provided this does not result in costs greater than that normally incurred by the Employer;
 - (4) attending meetings at the request of the Employer.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. The parties may, at the local level, mutually agree upon additional methods of notifying employees of union business.

2.8 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union.
- (b) The Union will furnish union shop cards to the Employer to be displayed on the Employer's premises. Such cards will remain the property of the Union and shall be surrendered upon demand.

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the *Labour Relations Code* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

2.10 Time Off for Union Business

- (a) Leave of absence without pay shall be granted for the reasons set out below unless it would unduly interrupt the Employer's operations:
- (1) for an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on a bargaining committee.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact union business for specific periods unless this would unduly interrupt the Employer's operations. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) Provided qualified employees are available to replace the absent employee, long-term leave of absence without pay and without loss of seniority will be granted:
- (1) for employees elected for a full-time position with the Union for a period of one year;
 - (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union for a period of three years;
 - (3) for an employee elected to anybody to which the Union is affiliated for a period of one year.
- (d) When leave of absence without pay is granted pursuant to Part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within 60 days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a full-time basis.
- (e) Leave of absence without pay and without loss of seniority will be granted to an employee called to appear as a witness before an arbitration board, provided the dispute involves the Employer.
- (f) On application, the Arbitration Board may determine summarily the amount of time required for the attendance of witnesses.
- (g) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of 14 days' notice prior to the commencement of leave under (a), (b) or (e) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who, prior to November 27, 2000, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after November 27, 2000 shall, as a condition of continued employment, become members of the Union and maintain such membership, unless they secure an exemption from the Labour Relations Board because of religious objection as permitted under the *Labour Relations Code*.

ARTICLE 4 - CHECK-OFF AND UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the 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 dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the Union not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide the following information for each employee:

- (1) Employee Surname and first name
- (2) Job Classification
- (3) Gender
- (4) Gross Pay
- (5) Dues Amount Deducted

The handling of these deductions for employees who are exempted due to religious objection shall be in keeping with the *Labour Relations Code*.

(e) The above information may be supplied on a computer disk provided that the Union's computer system is compatible with the Employer's and the Employer has the capability. Where the information is not provided on a disk, it will be provided on hard copy.

(f) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.

(g) At the same time the Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of the union dues paid by the employee for the previous year (the year for which the T4 slip was provided).

(h) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

(i) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.

(j) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

(k) The Union agrees to indemnify and hold harmless the Employer as a result of any actions by an employee relating to the deduction of union dues or other monies as described in Clauses (a) and (b) above.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

(a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the article dealing with Union Security and Dues Check-off.

(b) New employees shall also be provided with:

- (1) the name and department of the steward;
- (2) an authorization form for union dues check-off; and
- (3) a union membership application form.

(c) The steward shall be advised of the name and department of the employees.

(d) The steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment, the time away to be approved by the steward's Supervisor.

(e) The Union will provide the Employer with an up-to-date list of stewards' names and department in order that the Employer may meet its obligation in (b)(1) above.

ARTICLE 6 - EMPLOYER'S RIGHTS

(a) The management of the Employer's business, and the direction of the workforce, in keeping with the Employer's mission statements including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this agreement.

(b) The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this agreement.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Union Representatives

(a) The Employer agrees that access to its premises will be granted to a union staff representative, elected officers, or alternate when dealing 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 Employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

(c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an available confidential location.

7.3 Technical Information

(a) The Employer agrees to provide to the Union the following information relating to employees in the bargaining unit required by the Union for collective bargaining purposes:

- (1) list of employees and status;
- (2) gender;
- (3) job titles;
- (4) job descriptions;
- (5) wage rates;
- (6) seniority list or service dates;
- (7) summary of benefit plans (medical, dental, wage indemnity, pension, etc.).

(b) The Union may request other information it requires from the Employer.

7.4 Union/Management Committee

(a) The parties agree to establish a union/management committee composed of two union representatives appointed by the Union and two representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of union and employer representatives.

(b) The Committee shall meet quarterly at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of pay for the time spent attending meetings of the Committee during regular work hours. Every effort will be made to schedule meetings within regular hours.

(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, 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.

(f) Minutes of the Committee meetings shall be transcribed by the Alternating Chair and distributed to committee members and union office.

ARTICLE 8 - GRIEVANCES**8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.
- (c) Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

8.2 Step 1

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute as soon as possible with the employee's immediate supervisor or designate through informal discussion. The aggrieved employee shall have the right to have a steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

Unless otherwise specified, 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 supervisor, in accordance with Step 1 of the grievance procedure.

8.3 Time Limits to Present Initial Grievance

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4 (Step 2), not later than 21 calendar days after the date:

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

8.4 Step 2

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:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated; and
- (c) transmitting the grievance to the employer designate through the union steward.

8.5 Time Limit to Reply at Step 2

- (a) Within 14 calendar days of receiving the grievance at Step 2, the union steward and the employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(b) The employer designate shall reply in writing to an employee's grievance within seven calendar days of the above noted meeting with the union steward or, if the meeting is waived, within seven calendar days of the date the parties agree to waive the meeting.

8.6 Step 3

The union designate may present, or meet with the employer designate to discuss, a grievance and the proposed remedy at Step 3:

- (a) within 21 calendar days after the Step 2 decision has been conveyed to him/her by the employer designate; or
- (b) within 21 calendar days after the employer designates reply was due.

8.7 Time Limit to Reply at Step 3

The employer designate will respond in writing to the Union within 21 calendar days of receipt of the grievance at Step 3.

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement of a grievance at Step 3, and pursuant to this article, the Union may submit the dispute to arbitration within:

- (a) 30 calendar days after the employer designates decision has been received, or
- (b) 30 calendar days after the employer designates decision was due.

8.9 Dismissal or Suspension Grievances

Employees dismissed or suspended for alleged cause shall have the right, within 14 calendar days after the date of dismissal or suspension, to initiate a written grievance. Within 14 calendar days after the date of receiving the grievance the union steward or staff representative and the Employer shall meet and attempt to resolve the grievance. The employer designate shall reply in writing to the grievance within 14 calendar days of the meeting.

If there is no resolution of the grievance, the grievance may be referred to a sole arbitrator within 30 calendar days of the Union receiving the Employer's reply.

8.10 Policy Grievance

Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the employer designate or the Union within 60 calendar days of either party becoming aware of the policy dispute. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 (Arbitration).

8.11 Amending Time Limits

The time limits in this grievance procedure may be altered only by written mutual consent of the parties and such consent shall not be unreasonably withheld.

8.12 Technical Objections to Grievances

It is the intent of the parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

8.13 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 question as to whether a matter is arbitrable, during the term of the collective agreement, Catherine McCreary, Paula Butler, or a substitute 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 calendar days of the date of receipt of the request and for those five calendar days from that date, time does not run in respect of the grievance procedure.

Unless mutually agreed otherwise, disputes may be referred to the Investigator only after the completion of Step 3 of the grievance procedure except for disputes arising out of time sensitive issues relating to paid or unpaid leaves of absence, which may not be resolved prior to the completion of the grievance procedure.

Such issues may include, but not be limited to, those arising out of:

- Clause 2.6 Recognition and Rights of Stewards
- Clause 2.10 Time off for Union Business
- Article 18 Vacation Entitlement
- Article 19 Education Leave
- Article 20 Special and Other Leave
- Article 21 Pregnancy, Parental, and Adoption Leave
- Article 28 Casual Employees

ARTICLE 9 - ARBITRATION

9.1 Notification

(a) Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure in Article 8 (Grievances), notify the other party of its desire to submit the difference to arbitration within:

- (1) 30 calendar days after the employer designates decision has been received; or
- (2) 30 calendar days after the employer designates decision was due.

(b) All referrals to arbitration shall be by certified mail, facsimile or courier.

(c) Where the matter in dispute is a dismissal grievance, the Arbitrator shall set a date for the hearing to be held within seven weeks from the date that such a hearing is requested.

9.2 Assignment of Arbitrator

(a) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall assign an arbitrator from the mutually agreed upon list of arbitrators and set a date for the hearing.

(b) The Union and Employer may mutually agree not to appoint nominees to the Board and, instead, have that matter heard by the assigned arbitrator as a single arbitrator.

- (c) The parties shall agree upon a list of arbitrators which shall be appended to this agreement (see Appendix B). An arbitrator may be removed from or added to the list by mutual agreement.
- (d) Depending upon availability, arbitrators shall be assigned cases on a rotating basis, or by mutual agreement.
- (e) The parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced.

9.3 Board Procedure

- (a) In this article the term "*Board*" means a single arbitrator or a three-person arbitration board.
- (b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within 60 calendar days of the conclusion of the hearing.

9.4 Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding, and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

9.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven calendar days.

9.6 Expenses of Arbitration Board

Each party shall pay:

- (a) the fees and expenses of the nominee it appoints; and
- (b) one-half of the fees and expenses of the Chairperson.

9.7 Amending Time Limits

The time limits in this arbitration procedure may be altered only by written mutual consent of the parties.

9.8 Expedited Arbitration

- (a) Any grievances agreed by both parties to be suitable for expedited arbitration shall be scheduled to be heard on the Arbitrator's next available date.
- (b) As the process is intended to be informal and non-legal, outside lawyers will not be used to represent either party.
- (c) The parties shall make every effort to make use of an Agreed Statement of Facts.
- (d) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (e) The parties agree to make limited use of authorities during their presentations.

- (f) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (g) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
- (h) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (i) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (j) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (k) The expedited Arbitrator, who shall act as sole arbitrator, shall be mutually agreed to by the parties.
- (l) It is not the intention of either party to appeal a decision of an expedited arbitration.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Just Cause

- (a) The Employer shall not dismiss or discipline an employee except for just cause.
- (b) In all cases of dismissal and discipline the burden of proof of just cause shall rest with the Employer.
- (c) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the dismissal or suspension.

10.2 Dismissal, Suspension or Disciplinary Grievance

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8 (Grievances). Two copies of the written notice of dismissal or suspension shall be forwarded to the union designate within five calendar days of the action being taken.

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include:
 - (1) written censures;
 - (2) letters of reprimand;
 - (3) adverse reports; or
 - (4) employee evaluations.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. 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.
- (c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of 15 months from the date it was issued provided there has not been a further infraction.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 Performance Evaluations

- (a) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer, read, review and ask questions about the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven days to read, review, and sign the evaluation and return.
- (b) The evaluation form shall provide for the employee's signature in one of two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. No employee may initiate a grievance regarding the contents of an employee evaluation unless the employee has signed in the place indicating disagreement with the evaluation.
- (c) An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.
- (d) An employee shall receive a copy of their evaluation at time of signing.

10.5 Personnel File

- (a) With reasonable written notice given to the Employer, an employee shall be entitled to review their personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven days after the notice is given. The Employer has the right to have an employer representative present at the time the file is viewed. Copies may be made of any document in the file, but no documents may be permanently removed from the file at this time.
- (b) A representative of the Union, 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 union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven days after the notice is given. The Employer has the right to have an employer representative present at the time the file is viewed. Copies may be made of any document in the file, but no documents may be permanently removed from the file at this time.
- (c) The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this agreement.

10.6 Right to Have Steward Present

- (a) Where an employer designate(s) intends to interview an employee for disciplinary purposes, the employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a steward present, in order that the employee can exercise their right to contact their steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) Where the employer designate(s) intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a union staff representative and to have another steward or alternate present, providing that this does not result in an undue delay of the appropriate action being taken.
- (c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

10.7 Abandonment of Position

An employee who fails to report for duty for three consecutive workdays without informing the immediate supervisor of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

- (a) Seniority for regular full-time and regular part-time employees shall be defined as the length of the employee's continuous employment based on date of hire with the Employer, including service prior to certification of the Union. When a casual employee is hired into a permanent position, their start date shall be established by converting their total accumulated hours worked utilizing seven and one-half hours per day as the basis of the conversion. A casual employee shall not have a seniority date earlier than the most junior regular full-time and/or part-time employee.
- (b) Seniority shall include time spent on:
 - (1) paid holidays;
 - (2) paid vacation;
 - (3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 29 or 30 of the *Workers Compensation Act* in respect of a claim from this Employer, for a maximum of 24 months. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections.
 - (4) paid sick leave;
 - (5) union leave;
 - (6) pregnancy, parental and adoption leave;
 - (7) other approved paid leaves of absence.;
 - (8) any absence covered by Medical Employment Insurance;
 - (9) compassionate care leave.

11.2 Seniority List

- (a) The Employer shall post and provide the Union and the shop steward with a current service seniority list of regular employees by department twice annually, in May and November.
- (b) The seniority list shall include the following information for each employee:
 - (1) name;
 - (2) seniority date;
 - (3) department;
 - (4) classification;
 - (5) current seniority up to the end of the last pay period of the previous month;
 - (6) employment status.

11.3 Loss of Seniority

An employee shall lose their seniority as a regular employee and shall be deemed terminated in the event that:

- (a) the employee is discharged for just cause;
- (b) they voluntarily terminates their employment, and such resignation is put in writing;
- (c) the employee abandons their position;
- (d) the employee is on layoff for more than one year; or
- (e) the employee fails to return to work within seven calendar days of recall after being notified by priority post or courier with signature of receipt at the last address known to the Employer. Employees required to give two weeks' notice to another employer shall be deemed to be in compliance with the seven calendar day provision after providing the Employer with verification within the seven calendar days.

11.4 Re-Employment

A regular employee who voluntarily resigns their employment and within 30 days is re-hired as a regular employee by the same Employer shall retain, effective the date of re-employment, their former seniority and years of service for vacation purposes.

ARTICLE 12 - JOB POSTINGS

12.1 Job Postings and Applications

If a vacancy or a new job is created for a position covered by this collective agreement, the following shall apply:

- (a) if the vacancy or new job has a duration of 60 calendar days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven calendar days, in a manner which gives all employees access to such information;
- (b) if no suitable candidate is identified through the internal posting process, the Employer will post externally to fill the position.

12.2 Change to Start and Stop Times, Days Off and Department

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and department may be subject to change provided that:

- (a) the change is consistent with operational requirements and the provisions of the collective agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (b) 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 department; and the impact the change will have on the personal circumstances of such employee(s).

12.3 Application From Absent Employees

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, union leave, compassionate leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence, without causing undue delay to the hiring process.

12.4 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of union personnel pursuant to Clause 12.1 (Job Postings and Applications) above.

12.5 Notice To Union

Two copies of all postings shall be sent to the designated union representative within the aforementioned seven calendar days.

12.6 Notice of Successful Applicant

- (a) The Employer shall, within three calendar days of the appointment, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (b) Employees who are not the successful applicant for a position may request, within five calendar days of being informed they were not successful, that they be provided in writing with the reasons they were unsuccessful.
- (c) An unsuccessful applicant may file a grievance at Step 1 within seven calendar days of receipt of the written reasons, outlined in (b) above.
- (d) Where a grievance has been filed regarding the filling of a bargaining unit position, the Employer agrees to inform the Union of the name of the successful applicant and all current local bargaining unit employees who were applicants.

12.7 Grievance Investigation

- (a) Where an unsuccessful employee feels that they were not fairly considered a grievance may be filed within 10 days of the meeting or receipt of the written reasons, outlined in Clause 12.6(b) (Notice of Successful Applicant).
- (b) 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 candidate and all current bargaining unit employees who were candidates.

12.8 Selection Criteria

In the filling of bargaining unit positions, when knowledge, qualifications, skill and ability are assessed as comparable, seniority will be the deciding factor.

12.9 Probationary Period

- (a) For the first 360 hours or three months, whichever is greater, of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the

Employer and the Union, the probationary period may be extended up to a maximum of six months provided written reasons are given for requesting such extension.

(b) During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just cause, the employee shall be reinstated. Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

(c) The test for just cause for rejection during probation shall include a test of suitability (which includes, but is not limited to, ability to handle the duties and responsibilities of the position, outlined in the job description) of the probationary employee for continued employment in the position to which they have been appointed.

12.10 Trial Period

(a) Employees moving into a new position through promotion, demotion or lateral transfer shall be considered to be on probationary trial in the position for a period of 360 hours or three months whichever is greater.

(b) Should the employee be deemed unsuccessful in the new position, or should the Employee indicate a desire not to remain in the new position, during or two weeks prior to the date the trial period ends, they shall be given the right to transfer back to their former position without loss of seniority or benefits.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of Layoff

"Layoff" is 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, a reduction of hours of work where such a reduction is permanent and eliminates an employee's health and welfare benefit entitlement, a reorganization, program termination, closure or other material change in organization.

13.2 Pre-Layoff Canvass

(a) Prior to the layoff of regular employees under Clause 13.3 (Layoff), the Employer may canvass employees in order to invite:

- (1) Placement into a vacant, regular position in the employee's classification for which they are qualified; or
- (2) Placement into a vacant regular position in another classification for which they are qualified and would not be a promotion; or
- (3) Placement on the casual call-in and recall lists with no loss of seniority; or
- (4) Severance as provided for in Clause 13.5 (Severance Pay).

(b) Where layoff affects 20% or more of the bargaining unit, the Employer shall canvass the employees pursuant to this article.

(c) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee and subject to the agreement of the Employer.

(d) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within 14 days of issuance of a written notice to the employee or group of employees.

13.3 Layoff

(a) Layoff

In the event of layoff, the following shall apply:

- (1) part-time employees shall be laid off in reverse order of service seniority within a classification prior to full-time employees;
- (2) full-time employees shall be laid off in reverse order of service seniority within a classification.

(b) The employee designated for layoff shall be placed into a vacant regular position in their own classification with the equivalent number of hours. If this is not possible, the employee may choose within seven calendar days of notification:

- (1) Placement on the casual call-in and recall lists with no loss of seniority; or
- (2) Placement into an equivalent vacant regular position in another classification, providing they are qualified by way of knowledge, skill, ability and qualifications, to satisfactorily perform the duties; or
- (3) To displace the least senior employee in the classification identified for layoff, provided they are qualified by way of knowledge, skill and ability to satisfactorily perform the duties; or
- (4) To displace the least senior employee in another classification with the equivalent hours, provided the employee is qualified by way of knowledge, skill and ability to satisfactorily perform the duties; or
- (5) Severance as in Clause 13.5 (Severance Pay).

(c) Displacement shall not result in a promotion.

(d) Recall

- (1) Full-time employees on layoff shall be recalled in order of service seniority prior to part-time employees provided that the employee is qualified to do the work which is available.
- (2) Part-time employees on layoff shall be recalled in order of service seniority provided the employee is qualified to do the work available.
- (3) An employee shall be placed on the recall list for a period of one year.

(e) Displacement shall not result in a promotion.

13.4 Advance Notice

The Employer shall notify employees who are to be laid off 30 calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work their scheduled shifts during the period after notice of layoff, they shall be paid in lieu of work for that part of the notification period during which work was not made available.

It is understood that this clause shall not apply when a layoff is caused by circumstances beyond the control of the Employer (e.g., fire, flood, medical closure, etc.).

13.5 Severance Pay

(a) An employee who is laid off pursuant to Clause 13.3 (Layoff), and who elects severance pay or who is not recalled during the recall period, shall receive severance pay at the following rates:

Service	Severance Pay
More than 6 months but less than 3 years	2 weeks
3 years	3 weeks
4 years	4 weeks
5 years	5 weeks
6 years	6 weeks
7 years	7 weeks
8 years or more.....	8 weeks plus

One additional week per year, to a maximum of 12 weeks.

(b) The parties agree that the above severance is in addition to the advance notice required under Clause 13.4 (Advance Notice).

13.6 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall, provided that the recalled employee possesses the necessary qualifications, skill and ability to perform the required work. Nothing herein shall prevent the Employer from hiring persons not on the recall list when qualified employees are not available.

ARTICLE 14 - HOURS OF WORK AND SCHEDULING

14.1 Hours of Operation

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

14.2 Annual and Weekly Hours

- (a) Except as otherwise provided in this article the maximum regular annual hours of work shall be 2080 hours. The maximum weekly hours of work shall be 40 hours.
- (b) Regular full-time hours for employees shall be a minimum of 30 hours to a maximum of 40 hours per week.
- (c) Regular part-time hours for employees shall be a minimum of 20 hours per week.

14.3 Work Schedules

- (a) The Employer shall arrange the times of all on duty and off duty shifts.
- (b) Where a change in the normal workweek schedule is required to meet bona fide operational needs the Employer agrees to provide the Union and its members with 14 calendar days' notice. The notice must be posted on worksite bulletin boards for the entire period of 14 calendar days.

14.4 Rest Periods

- (a) Except as otherwise provided for in this article, there shall be a 15 minute rest period granted for each three and one-half hours of any shift.

- (b) Employees working less than a six and one-half hour shift shall receive one 15 minute rest period. Employees working more than a six and one-half hour shift shall receive two 15 minute rest periods.
- (c) Rest periods shall be taken without loss of pay to the employee.

14.5 Meal Periods

- (a) Meal periods shall be scheduled as close as possible to the middle of the workday and shall be one-half hour unless otherwise specified.
- (b) For employees who are required to stay on site and available during the meal period, the meal period will be paid at straight-time rates.

14.6 Minimum Daily Pay

- (a) The Employer shall pay the employee a minimum of two hours' pay at their regular rate of pay upon reporting to work for a scheduled shift.
- (b) Where the employee commences work, they shall receive a minimum of four hours' pay at their regular rate of pay.
- (c) Employees required to attend staff meetings during off-duty hours shall be paid at straight-time for the duration of the meeting or a minimum of two hours, whichever is greater.

If the staff meeting abuts with the employee's shift then straight-time rates will be paid for the duration of the meeting.

14.7 Notice of Work Schedules

Employees' work schedules shall be posted at least 14 calendar days in advance of the starting day of a new schedule.

14.8 Days of Rest

The shift schedule shall be applied so as to guarantee each employee two consecutive days of rest.

14.9 Modified Hours of Work Arrangements

The Union/Management Committee may work together on modified work schedules, based upon the shift patterns and hours of work clauses in the relevant agreement, and the provision of this article, including the following:

- (a) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
- (b) the parties shall have 14 days, from the date notice is given, to reach agreement on work schedules;
- (c) the Employer retains the right to set the work complement and hours of operation, and the Union cannot propose a modified work arrangement which would cost more than the Employer's schedule;
- (d) if the parties are unable to reach agreement within 14 days either party may refer the matter to arbitration.

14.10 Shift Differential

- (a) This provision will apply to the following job classifications only: Care Aides, LPNs and Security.

- (b) Employees in the above classifications working the evening shift shall be paid a shift differential of 50¢ per hour for the entire shift worked.
- (c) Employees in the above classifications working the night shift shall be paid a shift differential of 60¢ per hour for the entire shift worked.
- (d) In this section "*evening shift*" means any shift in which the major portion occurs between 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours). "*Night shift*" means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).
- (e) A premium of 20¢ per hour will be paid to all weekend employees (not already in receipt of one of the above premiums) for the entire shift worked.

14.11 Hours Free from Work

- (a) The Employer must either:
 - (1) ensure an employee has at least 48 consecutive hours free from work each week or;
 - (2) pay the employee double the straight-time rate worked by the employee during the 48 hour period the employee would otherwise be entitled to have free from the work.
- (b) Notwithstanding (a) above, employees may request, in writing, to be scheduled up to six days in a week so as to pick up additional hours up to the maximum weekly hours listed in Clause 14.2 (Annual and Weekly Hours). Additional hours shall be granted to employees by seniority. If such request is made, the overtime rate specified in Clause 14.11(a)(2) (Hours Free from Work) shall not apply. No employee shall be scheduled for more than six consecutive days.
- (c) The Employer must ensure that each employee has at least eight consecutive hours free from work between each shift worked, except in case of an emergency.
- (d) The Employer will make significant efforts to accommodate regular employees who indicate they would prefer not to work overtime.
- (e) Where the Employer requires an employee to work overtime, after being informed that the employee will incur directly related additional costs, the Employer will reimburse the employee for reasonable and cost effective additional costs.
- (f) The Employer must not require or directly or indirectly allow an employee to work excessive hours or hours detrimental to the employee's health and safety.

ARTICLE 15 - NEW AND CHANGED POSITIONS

15.1 Job Descriptions

- (a) The Employer agrees to provide the Union with job descriptions for those classifications in the bargaining unit.
- (b) When a new or substantially altered job category covered by this agreement is introduced, the wage rate and job description shall be given to the Union. Unless notice of objection by the Union is given to the Employer within 60 calendar days after such notice, the wage rate and job description shall be considered to have been agreed upon. Where the Union objects, it shall provide details of its objections in writing which shall be limited to whether:
 - (1) the procedure whereby the job shall be established has been followed;
 - (2) the job description accurately describes the type of duties and level of responsibilities;

- (3) the job is properly remunerated in relation to the existing wage schedule; and
 - (4) any qualifications established for the job are relevant and reasonable.
- (c) If the classification and/or wage rate established by the Employer for the new or changed position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date the position was established or changed.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" means work performed in excess of the normal daily full shift hours or weekly full shift hours.
- (b) "*Straight-time rate*" means the hourly rate of pay.
- (c) "*Time and one-half*" means one and one-half times the straight-time pay.
- (d) "*Double-time*" means two times the straight-time rate.

16.2 Overtime Compensation

Employees requested to work in excess of the normal daily shift hours as outlined in Clause 14.2 (Annual and Weekly Hours) and Clause 14.3 (Work Schedules), or who are requested to work on their scheduled off-duty days, shall be paid:

- (a) straight-time for hours in excess of their regular shift hours but less than eight hours per day or 40 hours per week,
- (b) the rate of time and one-half their basic hourly rate of pay for the next three daily hours of overtime on a scheduled workday and double-time thereafter; or one and one-half times their basic hourly rate for the next eight weekly hours of overtime or double-time thereafter.

The Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause, the Employer will draw up a policy defining the circumstances under which employees working in specific positions may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

16.3 Overtime on Day Off

Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

16.4 Overtime on Paid Holiday

If an employee works overtime on a paid holiday which calls for a premium rate of pay as provided at Article 17 (Paid Holidays), the employee shall be paid overtime at the rate of time and one-half times the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours.

16.5 Overtime Pay

Overtime pay shall be paid to the employee within eight days after the expiration of the pay period in which the overtime was earned except as provided in Clause 16.6 (Compensating Time Off) below.

16.6 Compensating Time Off

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within 24 calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the 24 week periods, overtime at the applicable overtime rate shall be paid on the employee's next regular paycheque.

16.7 Meals During Overtime

When overtime is required, the Employer will provide a meal at the appropriate time.

16.8 Right to Refuse Overtime

When an employee is requested to work overtime on a scheduled workday or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

16.9 Overtime for Part-Time Employees

Part-time employees shall be entitled to overtime compensation based on the rates established under Clause 16.2 (Overtime Compensation).

16.10 Rest Interval After Overtime

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

16.11 Callback

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

16.12 Scheduling of Overtime

- (a) The Employer will make significant efforts to accommodate regular employees who indicate they would prefer not to work overtime. Overtime shall be offered in order of seniority and availability.
- (b) Where the Employer requires an employee to work overtime, after being informed that the employee will incur directly related additional costs, the Employer will reimburse the employee for reasonable and cost-effective additional costs.
- (c) The Employer must not require or directly or indirectly allow an employee to work excessive hours or hours detrimental to the employee's health and safety. The employee must not accept overtime work which would lead to their personal health and safety or the health and safety of residents or co-workers, being at risk.
- (d) Transportation will be provided to employees who are required to work overtime and who must travel to or from their home during the hours between 11:30 p.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of the commercial transportation, upon presentation of receipts.

(e) Where overtime requested of an employee does not allow for the days of rest entitlement identified in Clause 14.8 (Days of Rest), the Employer will pay the employee double the straight-time rate during the 48 hour period the employee would otherwise be entitled to have free from work.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

(a) Those eligible are entitled to 11 paid holidays each year as follows:

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

Regular full-time and regular part-time employees are entitled to two additional days as chosen by the employee. This means a total of 13 paid holidays each calendar year. A form entitled Application for Leave must be completed.

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

17.2 Holidays Falling on Saturday or Sunday

For an employee whose workweek is from Monday to Friday, and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this agreement.

17.3 Holiday Falling on a Day of Rest

(a) When a paid holiday falls on a regular full-time and regular part-time employee's day of rest, the employee shall be entitled to a day off with pay in lieu of the holiday.

(b) If a regular full-time and regular part-time employee is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated at time and one-half for all hours worked.

17.4 Holiday Falling on a Scheduled Workday

A regular full-time and regular part-time employee who is required to work on a paid holiday shall be compensated at time and one-half, and shall receive an additional day off in lieu of the holiday.

17.5 Holiday Coinciding with a Day of Vacation

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

17.6 Holy Days

(a) The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least one of their holy days off.

(b) Employees who are members of non-Christian religions are entitled to up to two days leave of absence without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld. Employees may use banked overtime.

17.7 Scheduling of Lieu Days

(a) Every effort will be made to schedule days off in lieu of holidays as additions to the employee's regular days off, except where the employee and the Employer otherwise agree.

(b) An employee shall be paid for a holiday when they have been employed for 30 days and has worked 15 days of the last 30 calendar days preceding the holiday.

17.8 Banked Stats

The Employer will allow employees to bank stat lieu days, to be taken at times that are mutually agreed upon within the calendar year. A maximum of five days may be banked to be taken at one time. Notice of no less than 14 days before the shift schedule period in which the employee wishes to use the banked stats will be required by the Employer. The Employer may agree to schedule a banked stat with less than 14 days' notice, in emergent cases where the employee is unable to provide such notice, and where the shift can be readily replaced.

ARTICLE 18 - VACATION ENTITLEMENT

18.1 Vacation

(a) All regular full-time and regular part-time employees of Southview Heights and Terrace are entitled to vacation in each calendar year, based on completed years of service, according to the schedule in (b) below.

(b) Regular full-time and regular part-time employees are entitled to vacation leave and pay as follows:

Completed Service	Vacation Entitlement
17 days to 1 year	1 day for each 17 days worked
1 year to 9 years	3 weeks
10 years to 15 years	4 weeks
16 years	4 weeks plus 1 day
17 years	4 weeks plus 2 days
18 years	4 weeks plus 3 days
19 years	4 weeks plus 4 days
20 years to 25 years	5 weeks
26 years	5 weeks plus 1 day
27 years	5 weeks plus 2 days
28 years	5 weeks plus 3 days
29 years	5 weeks plus 4 days
30 years	30 days

(c) For the purposes of calculation the year will be a calendar year.

18.2 Vacation Period

The choice of vacation periods shall be granted to employees on the basis of seniority within their department except where the period requested would be detrimental to the operation of the Employer.

18.3 Vacation Earnings for Partial Years

In the case of partial calendar years of service, vacation entitlements shall be computed on a pro rata basis.

18.4 Vacation Pay

- (a) Vacation pay accrued is calculated on gross earnings from the previous calendar year.
- (b) Vacations shall be paid at an employee's basic pay, based on the employee's regularly scheduled hours.
- (c) Any unused vacation pay accrued will be paid at the end of the calendar year. Vacation pay earned as a result of additional hours worked will be paid out at the appropriate percentage on each paycheque.
- (d) Once per calendar year, upon 15 working days' written notice, a regular employee shall be entitled to receive prior to commencement of a vacation, a payroll advance equivalent to the amount of their regular paycheque issued during the vacation period.

18.5 Vacation Scheduling

- (a) The scheduling and completion of vacations shall be on a calendar year basis.
- (b) The maximum number of employees to be allowed off at any one time will be consistent with the minimum coverage required within a department, as established by the Employer.
- (c) Vacations shall be granted on the basis of service seniority within a department.
- (d) An employee shall be entitled to receive their vacation in an unbroken period. If an employee decides to break their entitlement into more than one continuous group of workdays, they shall be entitled to use their seniority for only one such group of days in a calendar year.
- (e) Vacation schedules shall be circulated for staff application by March 31st each year within each department and the completed schedule shall be posted by April 30th.
- (f) Employee vacation selections submitted after March 31st will be considered on a first-come, first-serve basis.
- (g) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer. Changes requested after April 30th in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees without their consent.
- (h) It will be the responsibility of the supervisor to post the schedule and notify absent employees.
- (i) An employee who does not exercise their seniority rights within one week of the vacation schedule being circulated shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (j) An employee, who voluntarily transfers to another department where the vacation schedule has already been completed, will not be entitled to exercise their seniority right for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (k) An employee who is transferred at the request of the Employer shall have their vacation as originally scheduled, unless changed by mutual agreement.

18.6 Approved Leave of Absence with Pay During Vacations

When an employee is sick or injured just prior to or during the employee's vacation period, the employee shall be eligible for sick leave, as outlined in Article 27 (Sick Leave). The vacation period so displaced shall be taken at a mutually agreed time. An employee intending to claim sick leave in place of an already approved vacation leave must advise the Employer at the onset of illness or injury. The employee must provide medical substantiation for any such sick leave immediately upon return to work.

18.7 Callback on Vacation

Employees who have commenced their annual vacation shall not be called back to work.

18.8 Prime Time Vacation Period

All employees shall be allowed to take up to three weeks of their vacation entitlement during the period May 1st to September 30th inclusive, which shall be defined as the prime time vacation period. The Employer shall make every reasonable effort to allow employees with more than three weeks' entitlement to take their complete vacation entitlement during the prime time vacation period if they so desire.

18.9 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's beneficiary, or where there is no beneficiary, to the employee's estate.

ARTICLE 19 - EDUCATION LEAVE

19.1 Courses/Examinations at the Request of the Employer

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

19.2 In-Service Education

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

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

- (a) In the case of bereavement in the immediate family, regular full-time and part-time employees not on leave of absence without pay shall be entitled to special leave upon notification, at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed three working days with pay and an additional two days unpaid for travel.
- (b) Immediate family is defined as an employee's parent, stepparent, foster parent, spouse, common-law spouse, grandparent, grandchild, child, legal stepchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, and legal ward.
- (c) In the event of the death of the employee's brother-in-law, sister-in-law, uncle, or aunt, the employee shall be entitled to special leave for one day with pay for the purpose of attending the funeral.

- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) Every effort will be made to grant additional bereavement leave without pay if requested by the employee.

20.2 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 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 20.3 (General Leave), there will be no change to eligibility for benefits provided for under Article 24 (Health and Welfare). The Employer shall continue to make payments to Health and Welfare plans in the same manner as if the employee were not absent, where the employee elects to pay their share of the cost of the plans.

20.3 Jury Duty

- (a) 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 and benefits equal to the length of the court duty.
- (b) An employee in receipt of their regular earnings while serving at a court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (c) In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.

20.4 General Leave

Subject to operational requirements, the Employer may grant a leave of absence for emergency or unusual circumstances without pay to an employee requesting such leave. Employees may maintain coverage for health care plans provided in this agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence. Requests for such leave shall be in writing with at least two weeks' notice, except in cases of emergency.

20.5 Benefits on Leave of Absence

Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 workdays in a calendar year. Time off pursuant to Clause 2.10 (Time Off for Union Business) shall not be taken into consideration.

20.6 Full-Time Public Duties

The Employer shall grant, on written request, leave of absence without pay and without gain or loss of seniority:

- (a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of 90 days;
- (b) for employees elected to a public office for a maximum period of five years.

20.7 Family Responsibility Leave

- (a) An employee is entitled to up to five days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care (including as a guardian) or the care or health of any member of the employee's immediate family as defined in the British Columbia *Employment Standards Act*.
- (b) Up to two of these days may be taken as paid leave in each calendar year to meet responsibilities related to care, health and education of a child or member of the employee's immediate family. To be eligible for paid leave, "immediate" family member is defined as a family member for whom the employee is responsible (including as a guardian), when no one other than the employee can provide for the needs of the family member.
- (c) Requests for such leave shall be in writing with at least one week's notice, except in cases of illness, emergency or other unusual circumstances.

ARTICLE 21 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

The parties agree that in the event the periods of absence identified for these leaves in the British Columbia *Employment Standards Act* are extended during the term of this collective agreement, the provisions of Clauses 21.1 (Pregnancy Leave), 21.2 (Paternal Leave) and 21.3 (Employment Deemed Continuous) shall automatically be extended accordingly.

21.1 Pregnancy Leave

- (a) An employee is entitled to a pregnancy leave of absence from work, without pay, for a period of 61 consecutive weeks or a shorter period requested by the employee.
- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four weeks' notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.
- (c) Regardless of the date of commencement of the leave of absence taken under Subsection (a), the leave shall not end before the expiration of six weeks following the actual date of birth unless the employee requests a shorter period.
- (d) A request for shorter period under Subsection (c) must be given in writing to the Employer at least 21 days before the date that the employee indicates they intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (e) If an employee's pregnancy is terminated before a leave request is made under Subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.
- (f) If an employee is unable to return to work following a leave of absence granted under either Subsection (a) or Subsection (e) preceding, the Employer upon request shall grant to the employee a leave of absence extension, without pay, not to exceed a total of six consecutive weeks further. To qualify, the employee must supply a certificate of a medical practitioner verifying the necessity of the leave.

21.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 62 consecutive weeks (61 for the birth mother) without pay or a shorter period the employee requests.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 62 weeks parental leave between them.
- (c) An employee shall give four weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Clause 21.1(b) (Pregnancy Leave). In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.
- (d) Parental leave shall commence:
 - (1) in the case of a birth mother, immediately following the end of the pregnancy leave taken under Clause 21.1 (Pregnancy Leave), unless the Employer and the employee agree otherwise;
 - (2) in the case of a father following the birth of the child and within the 78 week period after the birth date; and
 - (3) in the case of an adopting parent, following the adoption of the child and within the 78 week period after the date the adopted child comes into the actual care and custody of the parent.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

21.3 Employment Deemed Continuous

- (a) The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Articles 18 (Vacation Entitlement) and 24 (Health and Welfare). The Employer shall continue to make payments to Health and Welfare Plans, in the same manner as if the employee were not absent where the employee elects to pay their share of the cost of the plans.
- (b) Failure by the employee to remit monthly premiums within 31 days after the due date will result in cancellation of benefits. Reinstatement of benefits upon return to work may require medical clearance, at the employee's cost, by the insurers according to the carrier's policy.

21.4 Reinstatement

- (a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this article shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken, or, if the position no longer exists, the employee may exercise their rights in accordance with Article 13 (Layoff and Recall).
- (b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this agreement, comply with Subsection 21.4(a).

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

- (a) The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices.
- (b) There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

22.2 Occupational Health and Safety Committee

The parties agree that a joint occupational health and safety committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers Compensation Act*. The Committee shall be between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

22.3 Aggressive Behaviour

- (a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.
- (b) When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer will make such information available to the employees.
- (c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. If a risk of injury to employees from violence is identified by an assessment performed in accordance with Section 4.28 of the Violence in the Workplace Regulations under the *Workers Compensation Act*, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present where the potential risks of violence require that specific measures be in place. It is understood that this provision is at no cost to the Employer.
- (d) Where community resources are available, critical incident stress defusing shall be made available and known to employees who have suffered a serious work related traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.
- (e) Employees shall hold all information gained pursuant to (b) above in the strictest of confidence.

22.4 Vaccination and Inoculation

- (a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees, and the provision of Hepatitis B vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.
- (b) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

22.5 Video Display Terminals

The Employer shall ensure that any new office equipment or facility required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board.

22.6 Transportation of Accident Victims

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

22.7 Unsafe Work Conditions

- (a) No employee shall be disciplined for refusal to work on a job, which is, in the opinion of the employee, unsafe pursuant to the *Workers Compensation Act*.
- (b) Any employee claiming the right to refuse such work must immediately report the unsafe situation to local management. A local management representative and a union shop steward will investigate the situation. Should this investigation result in a disagreement as to the safety of the job, the parties shall immediately request an inspection and determination by an inspector from the Workers' Compensation Board.

22.8 Injury Pay Provision

An employee who is injured on the job 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 without deduction from sick leave.

22.9 Hygiene

(a) *Hygiene Facilities*

The Employer will supply and maintain any supplies or equipment needed to ensure proper hygiene is being met.

(b) *Communicable Diseases*

- (1) The parties to this agreement share a desire to prevent acquisition and transmission of communicable diseases. Where employees may come into contact with a person and/or possessions of a person with a communicable disease, the Employer shall advise such employees that such person and/or possessions may be so affected.
- (2) Employees shall hold all information gained pursuant to (1) above in the strictest of confidence.
- (3) In respect of communicable diseases, the parties agree to review and establish policies on issues including:
 - (i) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;
 - (ii) post-exposure protocols.
- (4) The parties agree that the BC Centre for Disease Control may be utilized for the purpose of expertise in this area. Other consultants may be utilized, as deemed appropriate by the parties.

(5) Where any costs, including vaccinations, are incurred by a recommendation of the parties or recommendations of the Centre for Disease Control, it shall be borne by the Employer.

(6) Employees working at other facilities, who have been exposed to communicable diseases in the course of the work with the alternate Employer, will be responsible to report said exposure to their immediate supervisor; and may, as a result of their exposure, be disallowed from reporting for work with the Employer.

22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

(a) The Employer will abide by the Occupational Health & Safety Regulations of the Workers' Compensation Board.

(b) Where employees are required to work with or are exposed to dangerous goods, special wastes, pesticides or harmful substances, the Employer will ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

22.11 Training

Where an employee is required by the Employer to attend a course for the purpose of training, there shall be no loss of pay on the part of the employee.

ARTICLE 23 - CONTRACTING OUT

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

ARTICLE 24 - HEALTH AND WELFARE

24.1 Basic Medical Insurance

All regular employees, whether full-time or part-time, may choose to be covered by the British Columbia Medical Services Plan (BCMSP), following completion of probation. The premium rate shall be in accordance with existing policy of the plan. The Employer will pay 100% of the applicable single or couple premium.

24.2 Extended Health, Dental, Group Life and Accidental Death & Dismemberment Benefits

(a) The current practice of the Employer with regard to the Extended Health Care Plan, Dental Plan, Group Life Insurance Plan and Accidental Death & Dismemberment Plan as outlined in "*Taking Care -The Salvation Army Employee Benefit Plan*" Handbook shall continue for the term of this collective agreement.

(b) New employees with 25 hours or more weekly will be enrolled in the Plan following the completion of their probationary period. Employees hired before July 1, 1997, presently working more than 15 hours weekly, and who are presently enrolled in the Plan shall retain coverage. Employees hired before August 1, 2007, presently working more than 20 hours weekly, and who are presently enrolled in the Plan shall retain coverage.

(c) The Employer shall pay the monthly "*Single or Couple*" premium cost of the Core Plan for Health Care, Dental Care, Life Insurance and Accidental Death and Dismemberment. All other optional premiums will be paid by the employee.

(d) Eligible employees shall be provided with the above-referenced Handbook.

24.3 Long-Term Disability Benefits

- (a) The current practice of the Employer with regard to the Long-Term Disability Plan as outlined in *"Taking Care – The Salvation Army Employee Benefit Plan"* Handbook shall continue for the term of this collective agreement.
- (b) New employees with more than 30 hours weekly will be enrolled in the Plan following the completion of their probationary period. Employees hired before July 1, 1997, presently working more than 25 hours weekly, and who are presently enrolled in the Plan shall retain their coverage.
- (c) The premiums will be paid by the Employee.

24.4 Employee & Family Assistance Program

- (a) Regular employees, working 20 hours or more weekly, shall have access to the external Employee Assistance Program.
- (b) The cost of the program shall be 100% employer paid.
- (c) The Employer shall provide all eligible employees with the EAP brochure.

24.5 Registered Retirement Savings Plan

Permanent full-time or part-time employees who have completed three months of service will be automatically enrolled in the Group RRSP Plan outlined in the *"Group Registered Retirement Savings Plan for the Employees"* brochure as follows:

- (a) The Employer will contribute a percentage based on length of service according to the following schedule:

Completed Years of Service	Employer Contribution
3 months to 5 years.....	4%
6 to 10 years.....	5%
11 years or more	6%

- (b) Employees may make voluntary contributions over and above the basic contributions of the Employer. Employee voluntary contributions may be withdrawn once per calendar year. The Employer will match the voluntary contributions to a maximum as indicated below:
 - (1) on the completion of the probationary period – matching of voluntary contributions to a maximum of 2% of regular paid earnings;
 - (2) on the completion of 10 years of service (commencing the 11th year of employment) - matching of voluntary contributions to a maximum of 3% of regular paid earnings.
- (c) All contributions are held in an account registered to the individual employee. The employee identifies the Funds in which the monies will be invested, and investment selections may be changed from time-to-time in accordance with the terms of the Plan.
- (d) When the employee terminates employment with the Employer, they can elect from options identified on the form *"Notice of Member Termination"*.
- (e) All employees shall be provided with the Group RRSP brochure.

ARTICLE 25 - WORK CLOTHING AND EMPLOYER PROPERTY**25.1 Uniforms**

Where the Employer requires employees to wear uniforms, the following shall apply:

- (a) *For post probationary regular full-time and part-time employees:*
 - (1) Two uniforms will be supplied upon hire or at the introduction of a new uniform; and
 - (2) One additional uniform will be supplied every year thereafter.
 - (3) For the cook and head cook, a long-sleeved cook's jacket may be substituted for the shirt/blouse.
- (b) *For casual employees:*
 - (1) Two uniforms will be supplied upon hire or at the introduction of a new uniform; and
 - (2) One uniform every 1950 hours of work thereafter.
- (c) The Employer shall replace or repair a uniform that is damaged in the course of the employee's duties.
- (d) The Employer shall be responsible for laundering of uniforms once per week.

25.2 Protective Clothing

- (a) The Employer shall supply suitable gloves or other protective clothing to employees required by the Employer to wear same.
- (b) An allowance equal to \$150 annually shall be granted to the maintenance worker to cover the cost of work gloves, ear and eye protection, and steel-toed shoes.
- (c) *Footwear Allowance*
 - (1) All regular full-time and regular part-time employees in dietary, laundry, housekeeping and care staff will be reimbursed up to \$100 every year, upon presentation of receipts.
 - (2) Casuals in dietary, laundry, housekeeping and care staff will be reimbursed up to \$100 after completion of probation and every 1950 hours thereafter, upon presentation of receipts.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**26.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for work of similar value.

26.2 Paydays

Employees shall be paid by direct deposit every other week.

26.3 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement. The rates of pay negotiated by the parties to this agreement are recorded in Appendix A and are effective on the dates specified in Appendix A.

- (b) The distribution of payslips shall be done in such a manner that the details of the payslip shall be confidential.

26.4 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position, they shall receive the rate of pay for that position.

26.5 Substitution Pay

- (a) When an employee temporarily substitutes in, or performs the principal duties of a higher paying position for a minimum of three and one-half hours, they shall receive the rate for the job.
- (b) Substitution to a higher paying position shall be offered to the most senior qualified employee in a lower paying classification.
- (c) An employee who is assigned by the Employer to temporarily substitute in a lower paying classification shall maintain their regular rate of pay.

ARTICLE 27 - SICK LEAVE

27.1 Sick Leave

- (a) Regular full-time employees, who have completed their probationary period, shall accumulate sick leave credits on the basis of one day per month to a maximum of 85 days.
- (b) Regular part-time employees, who have completed their probationary period, shall earn sick leave on the basis of one hour for every 22 hours worked to a maximum of 680 hours.
- (c) Sick leave pay shall be based on scheduled work hours lost at the employee's regular rate of pay.
- (d) It is understood that the Employer is entitled to be satisfied that there is a legitimate medical reason for absence due to illness or injury. Therefore the Employer may request that an employee provide a doctor's note confirming illness or have a Doctor complete a certificate of medical absence. In such cases the Employer will either pay the doctor's invoice or reimburse the employee if there is a fee for completing the form.
- (e) It is understood that where an employee is absent due to illness or injury for three or more days, they will be required to automatically provide a doctor's fit-for-work certificate at personal cost.
- (f) The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.
- (g) In no case shall sick leave for any one absence exceed a period of 85 working days. Eligible employees have access to Employment Insurance Sickness Benefits and/or Long-Term Disability Benefits if they qualify.
- (h) Employees are to make every effort to schedule medical and dental appointments during off-duty hours, however, where this is not possible regular employees shall be compensated at regular straight-time hours for medical or dental appointments up to a maximum of eight hours per calendar year. The Employer has the right to request proof of attendance at said appointment, before payment is issued.
- (i) Upon retirement or voluntary resignation, 50% of unpaid sick leave shall be paid to the employee.

ARTICLE 28 - CASUAL EMPLOYEES

28.1 Casual Employees

- (a) A casual employee is one who is employed in the following capacities:
 - (1) for relief purposes;
 - (2) for temporary workload situations;
 - (3) for regularly scheduled shifts of less than 20 hours per week.
- (b) Casual employees shall be called to work in the order of their seniority by classification.
- (c) Casual employees shall serve a probationary period of 480 hours of work.
- (d) Casual employees accrue seniority on an hourly basis and are covered by all provisions of the collective agreement except:

Clause 11.2	Seniority List
Clause 11.4	Re-Employment
Article 13	Layoff and Recall
Clause 14.3(b)	Work Schedules
Clause 14.7	Notice of Work Schedules
Clause 16.3	Overtime on Day Off
Clause 16.4	Overtime on Paid Holiday
Clause 16.6	Compensating Time Off
Clause 16.9	Overtime for Part-Time Employees
Clause 16.11	Callback
Article 18	Vacation Entitlement
Article 19	Education Leave
Article 20	Special & Other Leave
Article 21.3	Employment Deemed Continuous
Article 24	Health & Welfare
Clause 26.4	Rate of Pay on Reclassification or Promotion
Clause 26.5	Substitution Pay
Article 27	Sick Leave
Clause 29.2	Job Sharing

- (e) *Casuals*
 - (1) The Employer shall post and provide the Union and the shop steward with a current service seniority list of casual employees by department twice annually, in May and November.
 - (2) The seniority list shall include the following information for each employee:
 - (i) Name
 - (ii) Department
 - (iii) Classification
 - (iv) Current seniority up to the end of the last pay period of the previous month
- (f) In lieu of vacation and paid holidays, casual employees shall receive on each pay 6% for their first 1950 hours and 8% thereafter.
- (g) Casuals shall receive one and one-half times the pay for time worked on statutory holidays.

ARTICLE 29 - GENERAL CONDITIONS

29.1 Copies of Agreements

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 sufficient copies of this agreement for distribution to employees. The cost of printing shall be borne by the Union. The Employer shall provide a copy of the collective agreement to new employees. The Union shall provide six copies to the Employer for the use of the Employer.

29.2 Job Sharing

The Employer shall not enter into any job sharing arrangements with employees without the written agreement of the Union.

29.3 Personal Duties

Employees will not be required to perform duties of a personal nature for supervisory personnel, which are not related to the work of the Employer.

29.4 Lunchroom

The Employer will provide a clearly identified lunch area for staff members.

29.5 Indemnity

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

- (a) indemnify 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, provided the Employer has conduct of the action.

29.6 Criminal/Civil Offences by Clients or Guests

The Employer agrees that where there are reasonable grounds to believe a client or guest has committed a criminal offence against an employee, the Employer will provide necessary leave, without loss of pay or benefits, to the employee to allow the employee to pursue criminal charges and/or alternative corrective remedies. The Employee shall be reminded of their rights under The Salvation Army's Territorial Policy and Procedures on Abuse where its provisions are relevant to the situation in question.

29.7 Vehicle Allowance

Vehicle allowances for all distances travelled while on employer business shall be paid to employees required to use their own vehicles in the performance of their duties. This does not include travel to and from work. Vehicle allowance shall be 50¢ per kilometre. Vehicles driven on employer business will be in compliance with ICBC Regulations.

ARTICLE 30 - TERM OF AGREEMENT

30.1 Duration

This agreement shall be binding and remain in force and effect from April 1, 2019 to March 31, 2022. All provisions of the agreement are effective the date of ratification unless otherwise stated.

30.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2021 but in any event not later than midnight, January 31, 2022.
- (b) Where no notice is given by either party prior to January 31, 2022 both parties shall be deemed to have been given notice under this section on January 31, 2022 and thereupon Clause 30.3 (Commencement of Bargaining) of this article applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the employer designate.

30.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 30.2 (Notice to Bargain) of this article, the parties shall, within 30 days after the notice was given, commence collective bargaining.

30.4 Change in Agreement

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

30.5 Agreement to Continue in Force

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

30.6 Effective Date of Agreement

The provisions of the collective agreement shall come into full force and effect, unless otherwise stated, the date of ratification of this collective agreement.


SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:
(The Governing Council of The Salvation Army in Canada on behalf of Southview Heights and Terrace)



Stephanie Smith
President


Josie Delpriore
Territorial Director, Employee Relations


Loretta Bernabe
Bargaining Chair



John Thompson
Territorial Manager, Labour Relations


Izabela Stachurski
Bargaining Committee


Major Juan Burry
Executive Director


Michelle Picones
Bargaining Committee


Veeta Deol
Assisted Living Manager


Angela Mahlmann
Staff Representative


Meenu Heer
Employee Relations Advisor


Wendy Tupling Guest
Divisional Director, Employee Relations

Dated this 3 day of October, 2019.

**APPENDIX A
Wage Rates**

Job Classification	Step	2%	2%	2%
		Effective Apr 1, 2019	Effective Apr 1, 2020	Effective Apr 1, 2021
Security/Janitor	<i>Probation</i>	\$16.41	\$16.74	\$17.07
	<i>Year 1</i>	\$17.25	\$17.59	\$17.95
	<i>Year 3</i>	\$18.05	\$18.42	\$18.78
	<i>Year 5</i>	\$18.82	\$19.20	\$19.58
	<i>Year 7</i>	\$19.60	\$20.00	\$20.40
Janitor/Groundskeeper	<i>Probation</i>	\$17.62	\$17.97	\$18.33
	<i>Year 1</i>	\$18.46	\$18.83	\$19.21
	<i>Year 3</i>	\$19.30	\$19.68	\$20.08
	<i>Year 5</i>	\$20.17	\$20.57	\$20.98
	<i>Year 7</i>	\$21.07	\$21.49	\$21.92
Maintenance	<i>Probation</i>	\$18.82	\$19.20	\$19.58
	<i>Year 1</i>	\$19.70	\$20.09	\$20.49
	<i>Year 3</i>	\$20.58	\$21.00	\$21.42
	<i>Year 5</i>	\$21.50	\$21.93	\$22.37
	<i>Year 7</i>	\$22.40	\$22.85	\$23.30
Housekeeping/Laundry	<i>Probation</i>	\$16.79	\$17.12	\$17.47
	<i>Year 1</i>	\$17.60	\$17.95	\$18.31
	<i>Year 3</i>	\$18.34	\$18.71	\$19.08
	<i>Year 5</i>	\$19.15	\$19.53	\$19.92
	<i>Year 7</i>	\$19.94	\$20.34	\$20.75
Support Services Supervisor	<i>Probation</i>	\$23.84	\$24.31	\$24.80
New rates	<i>Year 1</i>	\$24.84	\$25.33	\$25.84
	<i>Year 3</i>	\$25.83	\$26.34	\$26.87
	<i>Year 5</i>	\$26.87	\$27.40	\$27.95
Dietary Aide	<i>Year 7</i>	\$27.97	\$28.53	\$29.10
	<i>Probation</i>	\$16.79	\$17.12	\$17.47
	<i>Year 1</i>	\$17.60	\$17.95	\$18.31
	<i>Year 3</i>	\$18.34	\$18.71	\$19.08
	<i>Year 5</i>	\$19.15	\$19.53	\$19.92
Cook Helper	<i>Year 7</i>	\$19.94	\$20.34	\$20.75
	<i>Probation</i>	\$18.00	\$18.36	\$18.73
	<i>Year 1</i>	\$18.84	\$19.22	\$19.60
	<i>Year 3</i>	\$19.66	\$20.05	\$20.45
	<i>Year 5</i>	\$20.49	\$20.90	\$21.32
Cook	<i>Year 7</i>	\$21.35	\$21.78	\$22.21
	<i>Probation</i>	\$18.81	\$19.18	\$19.57
	<i>Year 1</i>	\$19.70	\$20.09	\$20.49
	<i>Year 3</i>	\$20.58	\$21.00	\$21.42
	<i>Year 5</i>	\$21.50	\$21.93	\$22.37
	<i>Year 7</i>	\$22.38	\$22.83	\$23.28

Job Classification	Step	2%	2%	2%
		Effective Apr 1, 2019	Effective Apr 1, 2020	Effective Apr 1, 2021
Head Cook	<i>Probation</i>	\$19.17	\$19.55	\$19.94
	<i>Year 1</i>	\$20.06	\$20.46	\$20.87
	<i>Year 3</i>	\$20.95	\$21.37	\$21.80
	<i>Year 5</i>	\$21.86	\$22.30	\$22.74
	<i>Year 7</i>	\$22.75	\$23.20	\$23.66
Activity Coordinator	<i>Probation</i>	\$20.72	\$21.13	\$21.55
	<i>Year 1</i>	\$21.60	\$22.04	\$22.48
	<i>Year 3</i>	\$22.50	\$22.95	\$23.41
	<i>Year 5</i>	\$23.40	\$23.87	\$24.34
	<i>Year 7</i>	\$24.42	\$24.91	\$25.41
Activity Aide	<i>Probation</i>	\$17.61	\$17.96	\$18.32
	<i>Year 1</i>	\$18.46	\$18.83	\$19.21
	<i>Year 3</i>	\$19.30	\$19.68	\$20.08
	<i>Year 5</i>	\$20.17	\$20.57	\$20.98
	<i>Year 7</i>	\$20.96	\$21.38	\$21.81
Care Aide	<i>Probation</i>	\$19.17	\$19.55	\$19.94
	<i>Year 1</i>	\$20.06	\$20.46	\$20.87
	<i>Year 3</i>	\$20.95	\$21.37	\$21.80
	<i>Year 5</i>	\$21.84	\$22.27	\$22.72
	<i>Year 7</i>	\$22.75	\$23.20	\$23.66
Senior Care Aide	<i>Probation</i>	\$19.52	\$19.91	\$20.31
	<i>Year 1</i>	\$20.43	\$20.84	\$21.26
	<i>Year 3</i>	\$21.31	\$21.73	\$22.17
	<i>Year 5</i>	\$22.22	\$22.66	\$23.11
	<i>Year 7</i>	\$23.10	\$23.57	\$24.04
LPN	<i>Probation</i>	\$25.86	\$26.37	\$26.90
	<i>Year 1</i>	\$27.10	\$27.64	\$28.20
	<i>Year 3</i>	\$28.34	\$28.90	\$29.48
	<i>Year 5</i>	\$29.57	\$30.16	\$30.76
	<i>Year 7</i>	\$30.79	\$31.41	\$32.04

APPENDIX B
Arbitrators

Joan Gordon
Catherine McCreary
Rod Germaine
Mark Brown

APPENDIX C
Call-in Procedure

Policy:

Each department shall maintain a call-in book for the purpose of recording emergency absences from duty and the replacement of personnel. Absence is one day duration on the day called in or on the next day.

Procedure:

- (1) Call available unscheduled full-timers (subject to Clause 14.11 [Hours Free from Work]), provided that such work shall not result in overtime costs, then part-timers and then casual staff in order of seniority.
- (2) For scheduling shifts with 24 hours or more notice, callouts will be made between 10:00 a.m. and 11:00 a.m. to provide staff time to be at their phones to accept shifts.
- (3) For scheduling shifts with less than 24 hours' notice, callouts may be made immediately.
 - (a) Where the Employer has received eight hours or fewer of a vacancy, the first shift of the vacancy may be filled as the Employer deems most efficient, whether extending hours or calling casuals prior to following the regular call-in procedure.
 - (b) Inability to contact the employee in a short notice call will not be deemed to be a refusal.
- (4) One phone call will be made.
- (5) Should there be no response to the call or the employee is unable to work, the next more senior or call-in staff member shall be called in and so on down the list.
- (6) Absences called in after 2:00 p.m. will be handled by first contacting full-timers, part-timers, then casuals. If no unscheduled staff are available, the next senior person may be called and so on through the shifts.
- (7) No message shall be left.
- (8) The call-in book shall record the following:
 - (a) Employee called and phone number;
 - (b) Shift left vacant;
 - (c) Date;
 - (d) Time of shift vacated;
 - (e) Time of replacement staff called; and
 - (f) Response to call (e.g. shift declined, no answer, shift accepted).
- (9)
 - (a) All casuals shall receive a letter of appointment upon recruitment clearly confirming their employment status. This letter shall confirm a phone number at which to be contacted for casual work, as well as the casual employee's days and hours of availability for work of a casual nature. Employees will be contacted and scheduled based on seniority and the documented availability on file.
 - (b) Consistent with scheduling under 14.3(b), casual employees shall update and confirm their availability in writing for monthly periods by the second Friday of each month for the following month.

- (c) Casuals are accountable for keeping availability and contact information current. Casuals may amend their availability if circumstances warrant, and they shall confirm such amendments in writing.
- (d) If casual employees do not confirm their availability by the second Friday of each month for the following month, they will receive a letter notifying that they will not be called for the upcoming month. In the second instance of failure to confirm availability, a casual will receive a registered letter notifying that they will not be called for the upcoming month and that the third instance of failure to provide availability will result in removal from the list and termination of their employment. Casual employees who fail to provide their availability on three consecutive occasions will be removed from the casual list and their employment will be terminated.
- (e) If the casual refuses a shift, or cancels an accepted shift more than three times per quarter, the employee's name will be removed from the casual employee list and the employee will be terminated.
- (10) Notwithstanding the above, the Employer has the right to call in a casual employee who has not been called for a shift in the previous 30 calendar days in order to maintain contact with the work environment and to help minimize casual turnover.

APPENDIX D Scheduling of Absences

Policy:

For the smooth and fair operation of Southview, the following procedure will be followed in all departments.

Procedure:

- (1) For an absence of one day such as for an illness or injury, the most senior unscheduled staff member shall be called beginning with full-timers (subject to Clause 14.11 [Hours Free from Work]), then part-timers. (Refer to policy/procedure titled "*Call-in Procedure*").
- (2) If employee is not available, proceed to next available senior member. Such an absence is an unanticipated vacancy occurring on that day or the next day.
- (3) This procedure will continue if the staff member continues reporting illness or injury on a day to day basis.
- (4) Absences of one day that are anticipated or planned for will go to the next senior member and the schedule will be altered according to seniority and subject to availability.
- (5) Absences of two or more days and up to five days for reasons such as, but not limited to the following: illness, vacation, injury, union business or a combination thereof shall be filled by the most senior person with each shift moving up according to seniority. If the most senior person cannot take the entire vacancy, we will make every effort to schedule the most senior person into the days they are available, with the days they are not available going to the next senior person, etc. The schedule will be altered according to seniority and availability.
- (6) Absences of more than five days, and up to 60 days, for reasons such as, but not limited to, the following: illness, vacation, injury, union business, or a combination thereof, shall be filled on a block basis by the most senior person.

LETTER OF UNDERSTANDING #2
Re: Breakfast Shift/Cook's Helper

The parties agree that when a Dietary Aide assists with the breakfast shift, they will receive substitution pay at the rate of Cook's Helper rate, while they are assigned to perform these duties.

Signed by both parties and dated May 3, 2013.

Renewed

LETTER OF UNDERSTANDING #3
Re: Payout of Excess Accrued Vacation Pay per 18.4(c)

The parties agree that the vacation pay will reflect regularly scheduled hours at current rates. In addition, the parties agree that on occasion employees may have picked up additional hours, for which vacation pay is payable.

Signed by both parties and dated December 2, 2016.

LETTER OF UNDERSTANDING #4
Re: Scheduling un-Scheduled Vacation per 18.5

In an effort to manage this issue, the parties agree that vacation not scheduled by September 30th will be scheduled by management in consultation with the employee. Every effort shall be made to schedule by mutual agreement.

The date of September 30th will be implemented on a trial basis, and will be monitored and reassessed over the 2017 vacation year. Should there still be difficulty in getting vacations scheduled, the parties agree to review this matter and consider an earlier date, at a meeting of the Labour Management Committee.

Signed by both parties and dated December 2, 2016.

LETTER OF UNDERSTANDING #5
Re: Banked Vacation

The parties agree to explore the idea of carried over vacation leave.

From date of ratification, members will be entitled to the following on a trial basis:

- (1) Any employee may bank up to one week's vacation to be taken in conjunction with the next year's vacation entitlement.
- (2) An employee wishing to bank their vacation under this clause must submit their written request by March 31st of the year prior to the planned vacation year.
- (3) The scheduling is subject to the provisions of Clause 18.5 – Vacation Scheduling.
- (4) Vacation must be taken by November 30th in the year requested.

- (5) It is understood that no more than one employee from each department will be allowed to access this clause each year.
- (6) Regardless of the circumstances, the carried over vacation will not be carried over for a further year, or paid out, and must be used in the year it was requested.
- (7) Banked vacation will be available once every five years to an employee.
- (8) Signed by both parties and dated December 2, 2016.

Renewed

**LETTER OF UNDERSTANDING #6
Re: Bereavement Leave**

The parties agree to amend Clause 20.1 Bereavement Leave to include niece and nephew under (c), special leave for one day with pay for the purpose of attending the funeral.

This amendment is on a trial basis and will be considered for renegotiation in the next round of bargaining.

Signed by both parties and dated May 7, 2013.

Renewed