

**COLLECTIVE AGREEMENT**

**between**

**THE ROYALE WEST COAST LP  
PENINSULA RETIREMENT RESIDENCE**

**and the**

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

**Effective from April 1, 2016 to March 31, 2020**

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## DEFINITIONS

"*Bargaining Unit*" - is the unit composed of employees at and from The Royale Peninsula, 2088-152<sup>nd</sup> Street, Surrey, BC, except activity assistants and reception, referred to in the certificate issued by the Labour Relations Board on March 23, 2007 respecting The Royale West Coast LP c.o.b. as The Royale Peninsula for whom the B.C. Government and Service Employees' Union is the bargaining agent.

"*Basic rate of pay*" - means the rate of pay negotiated by the parties to this agreement, as specified in Appendix 4.

"*Day*", "*Week*", "*Month*", "*Year*" - means a calendar day, week, month, year unless otherwise specified in this agreement.

"*Dependant*" - means a dependant as defined by the insurance carrier in the plan document.

"*Employee*" - means a member of the bargaining unit who is:

(a) "*full-time employees*" - full-time employees are regularly scheduled employees who work an average of 37½ or more hours per week on a continuing basis.

(b) "*part-time employees*" - part-time employees are employees who are regularly scheduled to work less than 37½ hours per week.

(c) "*casual employees*" - casual employees are employees who are hired for relief purposes and do not work a regular schedule or do so for a specified period of time. Casual employees will be considered internal applicants when applying for vacancies.

"*Employer*" - means The Royale West Coast LP Peninsula Retirement Residence, 2088 – 152<sup>nd</sup> Street, Surrey, BC.

"*Rest Period*" - means a paid interval, which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest excluding the half hour unpaid break for lunch/dinner.

"*Spouse*" - means a person of the opposite sex or same sex to whom the employee is legally married or with whom the employee has cohabited in a common-law relationship for one year or more.

"*Union*" - means the B.C. Government and Service Employees' Union.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union, and to promote a healthy working relationship between the parties.

### 1.2 Future Legislation

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

(a) The remaining provisions of the collective agreement will remain in full force and effect for the term of the collective agreement.

(b) The Employer and the BCGEU will, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

### **1.3 Licensed Premises**

It is mutually agreed that upon the implementation of any changes in the Liquor Control Board Regulations governing licensed premises and if problems arise as a result of these changes, the Union and Employer will attempt to negotiate an agreement.

### **1.4 Conflict with Policy**

In the event that there is a conflict between an express provision of this agreement and any rule or policy made by the Employer, this agreement will take precedence over the said rule or policy.

### **1.5 Use of Feminine and Singular Terms**

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

## **ARTICLE 2 - BARGAINING AGENT RECOGNITION**

### **2.1 Recognition**

(a) This agreement covers all employees of The Royale West Coast LP c.o.b. as The Royale Peninsula in the City of Surrey, save and except the General Manager, Office Manager, Manager of Wellness, Executive Chef, Dining Room Manager, Retirement Counsellor, Lifestyle Manager and Environmental Services Manager.

(b) The Employer recognizes the B.C. Government and Services Employees' Union as exclusive bargaining agent for all employees falling within the bargaining unit.

### **2.2 No Other Agreement**

No employee covered by this agreement will be permitted or required to make a written or oral agreement with the Employer, which may conflict with this agreement.

### **2.3 Union and Employer Representation**

The Union will supply the Employer with the names of its authorized officers and similarly, the Employer will supply the Union with a list of its supervisory and other personnel with whom the Union may be required to transact business.

### **2.4 Correspondence**

The parties agree that all correspondence between the Employer and the Union related to matters covered by this agreement will be sent to the President of the Union or designate as the case may be.

### **2.5 Access to Employer Premises**

(a) The Employer agrees that access to its premises will be granted to members of the staff of the Union (when dealing or negotiating with the Employer, or for the purpose of investigating and assisting) in the settlement of a grievance.

(b) Prior to attending the Employer's premises, the union representative will first notify the Employer to obtain permission. Such permission will not be withheld unreasonably.

(c) Any investigation or access as set out in (a) or (b) must not result in any disruption to the Employer's operation or affairs, and it must not result in any employee neglecting their work duties and responsibilities.

## 2.6 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards and agrees to advise the Employer in writing of any change of steward as soon as possible. The Employer will recognize up to five stewards elected or appointed by the Union.

(b) A steward will receive the permission of the immediate supervisor/designate before leaving work to perform duties as a steward. Such permission, subject to operational requirements, will not be unreasonably withheld. Leave for this purpose will be with pay. The steward will notify the immediate supervisor/designate on completion of their union duties.

## 2.7 Bulletin Boards

The Employer agrees to supply an exclusive bulletin board for the posting of union notices in such place so as to inform employees in the bargaining unit of the activities of the Union. The location of the bulletin board will be determined by mutual agreement.

## 2.8 No Discrimination

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

## 2.9 Union Insignia

Union members will have the right to wear or display the recognized insignia of the Union.

## 2.10 Right to Refuse to Cross Picket Lines

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

## 2.11 Leave of Absence for Union Business

(a) The Employer will grant leaves of absence to employees to attend union conventions, negotiations of the collective agreement with the Employer and other union business. The Union agrees that such leave will not unduly affect the proper operations or be detrimental to the proficient operations of the Employer.

(b) In requesting such leaves of absence, the Union must give 14 days' written notice to the Employer to be confirmed in writing. The Employer will respond to the application within seven days.

(c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union.

(d) It is agreed that the Union will elect three employees who will represent the Union in negotiations of subsequent collective agreements with the Employer. The Union agrees to elect three employees with only two employees at a time attending labour management as per Clause 7.1 and Health and Safety Committee meetings as per Clause 23.1.



**ARTICLE 3 - UNION SECURITY**

**3.1 Union Membership**

- (a) Employees within the bargaining unit, who were employed and were not members of the Union prior to March 23, 2007, will have the option of joining the Union. Employees hired after March 23, 2007 are required to become members of the Union as a condition of employment.
- (b) Nothing in this collective agreement will be construed as requiring an employee who was hired prior to the certification date to become a member of the Union.

**ARTICLE 4 - UNION DUES**

- (a) The Employer is authorized and will deduct in each pay period, an amount equal to union dues from each employee's pay. An employee will, as a condition of employment, complete an authorization form providing for the deduction from the employee's biweekly pay an amount equivalent to the regular dues and/or assessments payable to the Union by a member of the Union.
- (b) The Employer will remit any dues deducted to the Union along with a list of employees and the amounts deducted within 30 days of the end of the month of the deduction. The list will include the employee name, social insurance number, classification, the pay period earnings and the amount of dues deducted.
- (c) The total amount of union dues deducted from an employee's pay will be indicated on the employee's T4 slip.
- (d) The Union will advise the Employer in writing, 30 days in advance of the amount of its dues and/or any changes in the amount of dues to be deducted.

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

- (a) The Employer agrees to inform new employees with the fact that a collective agreement is in effect.
- (b) A new employee will be advised of the name and location of the union steward(s). The Employer will advise the bargaining unit Chairperson of the name and start date of all new employees. The Employer will provide an opportunity for the new probationary employee and the union steward to meet within regular working hours for a period not to exceed 15 minutes, without loss of pay, only once during the first calendar month.

**ARTICLE 6 - MANAGEMENT RIGHTS**

The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive right and function of the Employer except as this agreement otherwise specifies:

- (a) to determine and establish job content, the work to be done, the schedule and the standards and procedures for the performance of such work, the number of employees required and the duties to be performed by each from time to time;
- (b) to maintain order, discipline and efficiency and in connection therewith, to establish, enforce and alter from time to time rules and regulations to be observed by employees. The Employer reserves the right to amend or abolish such rules, regulations, policies and procedures or introduce new rules, etc.

from time to time, copies of which are to be posted on the bulletin board. It is agreed that, prior to changes being made under this clause, the Employer will notify the employees of such change and further agrees to consider any representation made by the employees with respect to such change;

(c) to hire, transfer, lay off, recall, promote, demote, classify and assign duties; to discharge, suspend or otherwise discipline employees who have completed their probationary period, provided that a claim by any employee that they have unjustly been disciplined may be subject to the grievance procedure. Probationary employees may be discharged at the sole discretion of the Employer. The Employer may dismiss a probationary employee where the employee is found to be unsuitable for continued employment in the position to which she/he has been appointed.

(d) to operate and manage its affairs and Retirement Residence in as efficient and economical manner as it sees fit and to plan, direct and control the work of the employees and the operations of the Retirement Residence. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole and the number of employees required for the Employer's purpose and to reduce or increase normal hours of work per day or per week and to establish starting and quitting times;

(e) to determine the nature and kind of functions and operations to be conducted by the Employer; the services to be rendered and the method by which such services will be rendered; the kinds and locations of facilities, equipment, merchandise, goods, fixtures to be used, the type of resident services to be carried on; and the control of materials and goods.

## ARTICLE 7 - EMPLOYER-UNION RELATIONS

### 7.1 Labour/Management Committee

(a) A labour/management committee will be established, consisting of two employees and two representatives of the Employer. On the advance written request of any of its member(s), with a proposed agenda of matters for discussion, the Labour/Management Committee will meet at least once every two months or more frequently, if necessary, during the term of this agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this agreement. The purpose of the Labour/Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

(b) Employees will not suffer any loss of basic pay for time on this committee and the meeting will be on employer time or granted equivalent time off if scheduled on a day off. The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to provide the best possible service to the residents entrusted to them. The parties declare that in all instances and circumstances they commit themselves to the best of their ability to the happiness, security, physical and emotional well-being of the residents.

### 7.2 Bargaining Unit Information

(a) Every October for the duration of the collective agreement the Employer will provide the Union with the following information for each member of the bargaining unit:

- (1) Name;
- (2) Mailing address;
- (3) Home telephone number;

- (4) Home email address (if available);
- (5) Job title of position currently held;
- (6) Current wage rate; and
- (7) Status.

The Union indemnifies the Employer in regards to the provision of this information and in the case of any complaint it will be directed to the BCGEU Privacy Officer.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### 8.1 Definition of Grievance

"*Grievance*" means any difference or dispute arising between the parties concerning the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable.

### 8.2 Grievance Procedure

The following grievance procedure will apply:

#### (a) *Step 1*

Within 14 calendar days of the alleged violation, the employee, together with a union steward, at the employee's option, will attempt to resolve the grievance through discussion with his or her supervisor.

A grievance will not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and the General Manager or designate in accordance with Step 1 of the grievance procedure unless the dispute includes the discharge or suspension of an employee.

#### (b) *Step 2*

If the matter is not resolved at Step 1, the employee, or a union representative at the employee's option, will present the grievance in writing to the General Manager or designate, clearly setting forth full particulars of the alleged violation, including the article(s) involved and the remedy sought. The written grievance must be presented within 14 calendar days of the alleged violation. Within 14 calendar days following receipt of the written grievance, the General Manager or designate will provide the employee and the Union with a written reply.

#### (c) *Step 3*

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

- (1) 14 calendar days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or
- (2) 14 calendar days after the Employer's reply was due.
- (3) The Union and the Employer will meet within 14 calendar days of the grievance being filed at Step 3 to discuss the grievance.
- (4) The Employer will reply in writing to the grievance within seven calendar days of the meeting under Step 3.

### **8.3 Time Limits to Submit to Arbitration**

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

- (a) 21 calendar days after the Employer's decision has been received; or
- (b) 21 calendar days after the Employer's decision was due, whichever occurs first.

### **8.4 Dismissal or Suspension Grievance**

(a) In the case of a dispute arising from an employee's discharge, the Union will meet with the Employer within 14 calendar days to discuss the dismissal, and failing resolution, may submit the matter to arbitration within 14 calendar days of the meeting.

(b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within 14 days of the date on which the suspension occurred, or within 14 calendar days of the employee receiving notice of suspension.

### **8.5 Deviation from Grievance Procedure**

(a) The Employer agrees that, after the Union has initiated a grievance, the Employer's representative will not enter into discussion with respect to the grievance, whether directly or indirectly, with the aggrieved employee without the consent of the Union.

(b) In the event that after having initiated a grievance an employee endeavours to pursue the same grievance through any other channel, the Union agrees that, pursuant to this article, the grievance will be abandoned.

### **8.6 Amending Time Limits**

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

### **8.7 Policy Grievance**

(a) Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute will be discussed initially with the Employer or designate and the Union within 21 calendar days of the occurrence.

(b) Where no satisfactory agreement is reached, either party, within 21 calendar days, may submit the dispute to arbitration and will then set forth the particulars in writing of the alleged violation to the other party.

### **8.8 Failure to Observe Time Limits**

Grievances which are not processed from one step to another within the time limits set out in this article will be considered abandoned.

However, neither party will be deemed to have prejudiced its position on any future grievance.

### **8.9 Management Grievance**

(a) The Employer may initiate a grievance at Step 3 of the grievance procedure by the General Manager or designate presenting the grievance to the President of the Union or designate.

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

- (1) 21 calendar days after the Union's response has been received; or
- (2) 21 calendar days after the Union's decision was due.

#### **8.10 Alternate Dispute Resolution Procedure**

(a) At any time during the grievance procedure, prior to the grievance being filed to arbitration, the parties may agree to appoint a mutually agreed upon arbitrator to:

- (1) investigate the difference between the parties,
- (2) define the issue in dispute, and
- (3) make written recommendations to resolve the difference

within 30 days of the date of receipt of the request and, for those 30 days from that date, time does not run in respect of the grievance procedure.

(b) If either party is not satisfied with the recommendation delivered in accordance with Clause 8.10(a) above, it may present the grievance at the next step of the grievance procedure.

#### **8.11 Technical Objections to Grievances**

It is the intent of both parties to this agreement that no grievance will 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 will have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

### **ARTICLE 9 - ARBITRATION**

#### **9.1 Appointment of a Single Arbitrator**

When a party has requested that a grievance be submitted to arbitration, the parties will have 14 calendar days to agree on a single arbitrator. Failing such agreement, either party may request that a single arbitrator be appointed pursuant to the *Labour Relations Code* of British Columbia. Notwithstanding the above, the parties can mutually agree to appoint a three-part board of arbitration.

#### **9.2 Binding Decision**

The Arbitrator will hear and determine the grievance, and will issue a decision which is final and binding on the parties and any person affected by it.

#### **9.3 Jurisdiction of the Arbitrator**

The Arbitrator will not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this agreement.

#### **9.4 Cost of Arbitrator**

The Union and the Employer will bear equally the fees and expenses of the Arbitrator. Each of the parties will pay its own other expenses including costs and pay for witnesses.

#### **9.5 Amending Time Limits**

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

## **9.6 Expedited Arbitration**

- (a) The parties may mutually agree to refer to expedited arbitration any outstanding grievances considered suitable for this process, and will set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) The parties will mutually agree upon single arbitrators who will be appointed to hear and resolve groups of grievances.
- (c) The Arbitrator will hear the grievances and will render a decision within 10 working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (d) Expedited arbitration awards will be of no precedential value and will not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing will be without prejudice.
- (f) The parties will equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

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

### **10.1 Discipline**

- (a) In all cases of discipline and dismissal, except in the case of a probationary employee, the burden of proof of just cause will rest with the Employer.
- (b) The Employer will not dismiss or discipline an employee who has completed his/her probationary period except for just and reasonable cause.
- (c) Notice of dismissal or suspension will be in writing and will set forth the reasons for dismissal or suspension in specific terms related to the respective employment position, and a copy will be sent to the President of the Union or designate.
- (d) The employee will be given a copy of any disciplinary document that will be placed in his/her personnel file.

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

Notice of dismissal or suspension or rejection will be in writing and will set forth the reasons for dismissal and a copy will be sent to the President of the Union or designate, within five days of the action being taken.

### **10.3 Personnel File**

An employee will have any disciplinary action removed from their personnel file after 18 months has expired from the date that it is issued, provided that there has been no subsequent disciplinary action. An employee or the President of the Union or designate, with the employee's written authority, will be entitled to view the employee's personnel file provided that the Employer is given adequate notice. Access to the personnel file will be provided within seven calendar days of the request.

The period above may be extended by the length of time an employee is absent from work for an accumulated period of more than 30 days.

#### **10.4 Right to Have Steward Present**

An employee, who is subject to verbal warnings, or disciplinary action which is to be recorded within the employee's personnel file, will have the right to the presence of a union steward, if the employee so chooses. The employee will be notified in advance of the purpose of such meeting and that they require the attendance of a steward in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. It will be the responsibility of the employee to contact the steward.

A union steward, who is subject to verbal warnings, or disciplinary action which is to be recorded in the employee's personnel file, will have the right to the presence of a union representative or another union steward.

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

#### **10.5 Employment Abandoned**

Any employee who fails to report for work for three or more consecutive scheduled shifts and does not notify the General Manager or designate, will be considered as having abandoned their position. An employee will be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

### **ARTICLE 11 - SENIORITY**

#### **11.1 Seniority Defined**

(a) Seniority will be recognized and will accrue based on straight-time hours paid from their most recent date of hire, and will include time spent on unpaid jury duty, pregnancy, parental and adoption leave, compassionate care leave and leave during which an employee is in receipt of WorkSafeBC benefits.

(b) Seniority for casual employees will be recognized and will accrue based on accumulated hours worked since their most recent date of hire. Casual employees who become regular employees will have their casual seniority recognized.

#### **11.2 Temporary Assignments Outside the Bargaining Unit**

(a) An employee who accepts a temporary assignment with the Employer outside the bargaining unit will not continue to accumulate seniority. When the temporary assignment ends, the employee will be credited with bargaining unit seniority accrued prior to the assignment.

(b) Employees are free to accept or decline a temporary assignment with the Employer outside of the bargaining unit.

#### **11.3 Probationary Employees**

Seniority will not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority will be accrued from their most recent date of hire.

#### **11.4 Loss of Seniority**

An employee's seniority rights will cease to exist and the employee will be terminated if an employee:

(a) resigns from the employ of the Employer;

- (b) is discharged for just and reasonable cause;
- (c) is on layoff for more than 12 consecutive months;
- (d) after a layoff, fails to report to work within three working days after being recalled by telephone or registered letter addressed to the address last provided by the employee to the Employer;
- (e) abandons his/her position in accordance with Clause 10.5 Employment Abandoned.
- (f) uses an authorized leave of absence for a purpose other than for which the leave was granted;
- (g) fails to return to work upon the expiration of an authorized leave of absence or vacation or suspension unless a reason satisfactory to the Employer is given; or
- (h) is in the employ of another employer during the employee's regularly working hours while on a leave of absence;
- (i) retires.

### **11.5 Seniority List**

- (a) The Employer will provide the Union with a seniority list quarterly, on the first day of January, April, July and October of each year. The list will include each employee's name, status (i.e. regular or casual), classification and seniority.
- (b) A copy of seniority lists will be supplied to the President of the Union or designate and to the bargaining unit Chairperson. Such lists will be open for final correction for a period of 30 calendar days following the posting, after which the seniority list will be considered accurate.

## **ARTICLE 12 - VACANCY POSTING**

### **12.1 Job Posting**

If a vacancy or a new job is created for which union personnel might reasonably be recruited, the following will apply:

- (a) If the vacancy or new job has a duration of 60 calendar days or more, the vacancy or new job (including salary rate, 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 when the commencement date will be), before being filled, will be posted for a minimum of 14 calendar days, in a manner which gives all employees access. The Employer may advertise externally at the same time. A change in the starting or quitting times, shift schedules, or scheduled days off will not constitute a vacancy.
- (b) Vacancies of 60 calendar days or less will be filled in accordance with Clause 30.5 Procedure for Calling Casual and Part-Time Employees for Casual Work.
- (c) All applications for posted vacancies will be submitted in writing to the Employer by the closing date.

### **12.2 Temporary Appointments**

Until the vacancy is filled through the job posting provisions, in Clause 12.1 above, the Employer may make temporary appointments of employees who possess threshold qualifications from within the bargaining unit based on seniority.



### 12.3 Probationary Period

All employees will serve a probationary period consisting of 450 hours worked. The Employer may extend the probationary period if it has concerns regarding the employee's performance, but in any case, not longer than an additional 157.5 hours worked. During an employee's probationary period he/she may not bid on another posting.

### 12.4 Trial Period

In the event the successful applicant for a posting is an internal applicant, he/she will serve a trial period of 225 hours worked. Conditional on satisfactory performance, the successful applicant will be confirmed in the position after the 225 hours. During the trial period, if the successful applicant is unsatisfactory in the position as determined by the Employer, or if the employee wishes to return to their former position, they will be returned to their former position at their former wage rate and without loss of seniority. All employees who changed job positions in consequence, will return to their previous positions, at their former rate of pay and without loss of seniority. The successful applicant will not be entitled to bid for another posted vacancy for a period of six months after the date of the successful application. It is understood that this will not apply to those employees filling temporary vacancies or where an employee wishes to transfer from a part-time position to a full-time position.

### 12.5 Selection Criteria

- (a) The successful application will be determined on qualifications, knowledge, education, skills, experience and seniority. Where two or more applicants are equal, the one with the greater seniority will be selected.
- (b) Seniority will be calculated at the end of the pay period immediately prior to the posting.
- (c) Where an internal applicant is equal in the areas of qualifications, knowledge, education, skills and experience to an external applicant, preference will be given to the internal applicant.

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Layoff and Recall

- (a) A layoff will be defined as a reduction in the workforce or a reduction in the regular hours of work, lasting more than one day, as defined in this agreement.
- (b) In the event of a layoff, employees will be laid off by job classification in reverse order of seniority.
- (c) The recall period will be one year.
- (d) Employees subject to layoff may choose to:
  - (1) accept the layoff;
  - (2) bump a junior employee in any department, provided that the laid off employee has more seniority than the junior employee and has the required qualifications and the ability to do the job. However, in no circumstances will an employee affect a promotion through a bump; or
  - (3) be placed on the casual call-in and recall lists with no loss of seniority.
- (e) Employees on layoff will be recalled by department in order of seniority, subject to their willingness, qualifications and ability to do the work available. It will be sufficient for the Employer to send notice of recall to the employee by registered mail to the employee's last known address. An

employee who is recalled to work after a layoff must return to work within three calendar days if unemployed and within seven calendar days if employed elsewhere.

(f) Except in cases of emergency, the Employer will give each employee who has acquired seniority and who is to be permanently laid-off, written notice of layoff or pay in lieu of notice, in accordance with the following schedule:

- one weeks' notice after three months continuous employment;
- two weeks' notice after 12 months continuous employment;
- three weeks' notice after three years continuous employment, plus one additional weeks' wages for each additional year of employment, to a maximum of eight weeks' notice.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work

(a) A day will commence at 00:01 hours and end 24 hours later. A week will commence at 00:01 hours Sunday and end at 24:00 hours on the Saturday following.

(b) It is understood and agreed that the provisions of this article are intended only to provide a basis for calculating time worked and will not be a guarantee as to hours of work per day or per week or otherwise. Employment letters will be provided to newly hired employees outlining their status and regular hours of work.

(c) The regular work shift for all employees will consist of:

- (1) seven and one-half hours of work exclusive of a one-half hour unpaid meal break; or
- (2) ten hours of work exclusive of one-half hour unpaid meal break; or
- (3) nine hours of work inclusive of a one-half hour paid meal break; or
- (4) four hours of work inclusive of a 15 minute paid break; or
- (5) such other shift as agreed by the parties.

(d) Where the Employer designates an employee to be in charge and/or he/she cannot leave the building during his/her meal break, the employee's regular hours of work will be inclusive of a one-half hour paid meal break.

(e) The employee is to sign in upon arriving for work and at end of work to record their respective shift hours as well as log in/out electronically. The employee will only be paid for the hours properly recorded on the sign in sheet and on the computer log. In the case of a discrepancy between the sign in sheet and the computer log, the computer log will be deemed to be correct. It will be the employee's responsibility to bring forward any concerns to management within 72 hours of the sign in/out or the date that the employee discovers the discrepancy.

(f) Each employee must properly record his or her own individual sign in/sign out information; no other employee can record time worked for any other employee.

### 14.2 Scheduling

(a) The Employer will post work schedules for a minimum of two weeks at least two weeks prior to the effective date of the schedule.

(b) The Employer may amend the start and stop times of scheduled hours of work.

- (c) No employee will be scheduled to work more than five consecutive days without receiving two consecutive days off, which may include statutory holidays, otherwise overtime will be paid in accordance with Article 18 Overtime.
- (d) Notwithstanding (c) above, employees may request or agree to work up to six days in a week so as to pick up additional straight-time hours to a maximum of 40 hours per week. The Employer will not be required to substitute an additional day off in exchange.
- (e) Employees will be in their respective assigned work locations, ready to commence work at their designated start times, and they will not leave their working location at times, or in a manner inconsistent with this agreement.
- (f) No employee will be required or scheduled to work a split shift.

#### **14.3 Changes in Scheduling**

- (a) Scheduled employees are entitled to two calendar days' notice of changes in their respective work schedules in non-emergency situations. In emergency situations beyond the Employer's control, as in the case of the failure of an employee to report for an assigned shift, the Employer may give less than 48 hours' notice of a change to an employee's schedule.
- (b) Where the Employer changes an employee's schedule without two calendar days' notice, the employee is entitled to overtime rates.

#### **14.4 Inability to Report to Work**

Employees who are unable to report for their scheduled shift due to personal illness or emergency, will provide the Employer with notice at the earliest possible time to allow the Employer to cover the absence.

#### **14.5 Exchange of Shifts**

Employees may exchange shifts with the prior written authorization of the Employer, provided that a minimum of 48 hours of notice is given. There will be no increased cost to the Employer as a result of a shift exchange. This provision is not intended to be used for extensive and/or ongoing shift exchanges between employees.

#### **14.6 Meal and Rest Periods**

- (a) All employees working a full seven and one-half hour shift or longer will receive two 15 minute paid rest periods, one in each half of the shift.
- (b) All employees working less than a full seven and one-half hour shift but a minimum of four hours, will receive one 15 minute paid rest period.
- (c) All employees working a full five hour shift or more will receive a 30 minute unpaid meal break scheduled as closely as practical to the middle of the workday.
- (d) An employee is entitled to take his/her unpaid meal break away from the premises. Employees will advise their supervisor/designate when they intend to leave the premises and when they return to commence work. Employees required by the Employer to work during their scheduled unpaid meal break will have their meal break rescheduled to an alternate time during the shift. Meal breaks which are rescheduled must be rescheduled by the employee at least one hour prior to the end of the employee's shift. An employee whose meal break is not rescheduled, or cannot be rescheduled at least one hour prior to the end of the shift, will be paid for the meal break at the applicable rate, including overtime, provided that the total hours worked exceeds those set out in Clause 14.1.

- (e) Unpaid meal breaks and paid rest periods will be scheduled in a manner, which is consistent with the efficiency of operations.
- (f) Meal breaks will not be considered time worked unless otherwise specified in Clause 14.1(c) or Clause 14.4(d).
- (g) The current practice of employees paying a maximum of \$1.95 (inclusive of GST) per entrée will continue for the life of this agreement.

#### **14.7 Daylight Savings Time**

During the changeover from Daylight Savings Time to Pacific Standard Time, or vice versa, an employee will be paid for the actual hours worked during that shift.

#### **14.8 Call-in**

- (a) Where an employee is called in to work prior to the commencement of their normally scheduled shift, hours worked prior to the scheduled shift will be paid at their basic rate of pay or the overtime rate of pay, as applicable.
- (b) Employees who are called back to work outside of their normally scheduled working hours will be paid their basic rate of pay or the overtime rate of pay, as applicable, for all hours worked or for four hours, whichever is greater.

#### **14.9 Minimum Pay**

Where an employee reports for work as scheduled and no work is available the employee will be entitled to a minimum of four hours' pay at the employee's regular rate of pay. Where the Employer is able to assign alternate work in such circumstances, the employee will be required to perform the assigned work in order to receive the pay.

#### **14.10 Shift Premium**

Effective April 1, 2014, employees scheduled to work the night shift will be paid a shift premium of 25¢ per hour for the hours worked between 11:00 p.m. and 8:00 a.m.

Effective April 1, 2015, employees scheduled to work the night shift will be paid a shift premium of 50¢ per hour for the hours worked between 11:00 p.m. and 8:00 a.m.

#### **14.11 Employee Attendance at Staff Meetings**

Where an employee is directed by the Employer to attend a staff meeting or a committee meeting during his/her regular working hours, the employee will be compensated at his/her regular hourly rate for the time spent in such attendance.

Where an employee is directed by the Employer to attend a staff meeting or committee meeting outside of normal working hours, he/she will be credited with equivalent time off at his/her basic rate of pay.

### **ARTICLE 15 - EDUCATION**

#### **15.1 Education**

- (a) Where a course, program or licence is required as a condition of employment to perform the duties of an employee's position, the employee will be responsible for all costs of acquiring and maintaining such membership and/or certification(s).

(b) Where the Employer directs an employee to participate in a course or program, such as first aid, the employee will be compensated at their regular rate of pay for time spent in attendance at the course or program, and for the tuition fee, provided the employee provides proof of successful completion of the program or course. Time spent on the course will not be considered overtime.

**ARTICLE 16 - SPECIAL CLOTHING ALLOWANCE**

Where the Employer requires an employee to wear special clothing, the Employer will provide such special clothing and the Employer will maintain and launder such items as set out below. Special clothing may include, but is not limited to, aprons, cook jackets, shirts and any other clothing provided by the Employer.

**ARTICLE 17 - PAID HOLIDAYS**

**17.1 Paid Holidays**

(a) Full-time and part-time employees who have completed 30 days employment will receive the following holidays with pay:

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

(b) Any other holiday proclaimed by the federal or provincial governments will also be a paid holiday.

(c) For clarification purposes of when a paid holiday begins and ends, the first shift of the day will be the shift where the majority of hours are completed before 8:00 a.m.

**17.2 Paid Holiday Calculation for Regular Employees**

- (a) Holiday pay for a full-time regular employee who works regular hours will be computed on the basis of the number of hours the employee would have worked had there been no holiday, at this/her regular rate of pay.
- (b) Holiday pay for a full-time regular employee who works irregular hours is calculated by dividing the employee's total wages, excluding overtime, earned or received in the 30 day period preceding the holiday by the number of days worked.
- (c) A full-time regular employee will not be entitled to a paid holiday unless they have worked or received pay at straight-time rates for at least 15 days during the 30 days immediately preceding the holiday or have worked or received pay at straight-time rates for the day before and the day after the holiday.
- (d) Part-time employees will be paid four point four percent of their gross pay on each paycheque in lieu of the paid holidays.

**17.3 Holiday Falling on a Day of Rest**

If one of the above named holidays occurs on a full-time regular employee's regular day off, or during his/her vacation period the employee will receive an additional day off with pay in lieu of the holiday. Lieu days arising from designated paid holidays will be scheduled with mutual agreement within a period of four weeks after the holiday, subject to operational requirements.

**17.4 Absences on a Paid Holiday**

A full-time regular employee scheduled to work on a holiday, and who does not report for work, will forfeit his/her holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, or due to bereavement leave, in which case the employee will receive holiday pay as stipulated in Clause 17.2 above.

**17.5 No Pyramiding**

There will be no pyramiding of premium pay, overtime pay, sick leave pay, paid holiday pay or benefits or other payments under any of these provisions of this agreement.

**17.6 Holiday Pay for Full-Time Employees on a Scheduled Workday**

Eligible full-time employees who are required by the Employer to work on a designated holiday will receive:

- (a) one and one-half times the regular rate of pay for hours worked on that day; plus
- (b) another day off with pay to be scheduled by mutual agreement within a period of four weeks after the holiday

**17.7 Holiday Pay for Part-Time Employees on a Scheduled Workday**

Eligible part-time employees who are required by the Employer to work on a designated holiday will receive one and one-half times the regular rate of pay for hours worked on that day.

**ARTICLE 18 - OVERTIME****18.1 Overtime**

- (a) All overtime must be authorized in writing, in advance by the Employer or their designate, except in cases of emergency.
- (b) Authorized work performed in excess of:
  - (1) 7½ hours in a day; or
  - (2) 10 hours in a day; or
  - (3) 9 hours in a day; or
  - (4) 40 hours in a week.

will be paid at the rate of one and one-half times the employee's basic rate of pay.

- (c) Authorized work performed in excess of 12 hours in a day will be paid at the rate of two times the employee's basic rate of pay.
- (d) Employees scheduled to work more than six consecutive days or more than 20 days in a four week period will be paid overtime rates for such time worked in excess.
- (e) Where an employee works more than two hours of overtime, they will receive a paid rest period of 15 minutes.
- (f) There will be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- (g) Opportunities for overtime work will be offered to employees within the classification on the basis of seniority.

- (h) Employees may refuse to work overtime except in cases of emergency.

## ARTICLE 19 - VACATION

### 19.1 Vacation Entitlement

Vacations with pay will be granted to full-time regular and part-time employees based on their length of years of service. The vacation year is July 1<sup>st</sup> to June 30<sup>th</sup>. Vacation is earned on an accrual basis. An employee's first vacation year commences on July 1<sup>st</sup> following the employee's date of hire.

- (a) For full-time regular and part-time employees:

Vacation Year	Vacation	Vacation Pay
1 <sup>st</sup> , 2 <sup>nd</sup> and 3 <sup>rd</sup> year	Two weeks or 75 hours	4%
4 <sup>th</sup> and 5 <sup>th</sup> year	Three weeks or 112.5 hours	6%
6 <sup>th</sup> to 10 <sup>th</sup> year	Four weeks or 150 hours	8%
11 <sup>th</sup> year and over	Five weeks or 187.5 hours	10%

Part-time regular employee vacation will be prorated based on hours worked.

- (b) Vacation pay for employees will be calculated at the applicable percentage of the gross annual earnings as reported on the employees T4 for the preceding calendar year.
- (c) All vacation time not scheduled or designated for carryover by March 1<sup>st</sup> of each year will be scheduled by the Employer following consultation with the employee.

### 19.2 Vacation Carryover

An employee with greater than two weeks' vacation may elect to carry over no more than five vacation days into the following vacation year. The vacation carried over must be taken in the following year.

### 19.3 Scheduling of Vacation

- (a) Vacation request lists will be posted as follows:
- (1) November 1<sup>st</sup> for the period January 1<sup>st</sup> through June 30<sup>th</sup>, and
  - (2) May 1<sup>st</sup> for the period July 1<sup>st</sup> through December 31<sup>st</sup>.
- (b) Subject to operational requirements, seniority will be the factor in determining vacation requests received prior to November 1<sup>st</sup> and May 1<sup>st</sup> of each year if no other agreement can be reached among employees. Requests received after November 1<sup>st</sup> and May 1<sup>st</sup> will be approved on a first come, first served basis, subject to operational requirements as determined by the General Manager or designate.
- (c) Vacation requests will be approved or denied by the Employer in writing by December 1<sup>st</sup> for the period of January 1<sup>st</sup> through June 30<sup>th</sup> and by June 1<sup>st</sup> for the period of July 1<sup>st</sup> through December 31<sup>st</sup>.
- (d) Where an employee chooses to split his/her annual vacation, his/her second choice of vacation will be made only after all other employees concerned have made their initial selection. If an employee's first choice of vacation period is denied, their second choice will become their first choice and their third choice will become their second choice. Subsequent vacation periods will be treated in like manner.
- (e) The vacation schedule will be posted by December 1<sup>st</sup> and June 1<sup>st</sup>.

#### 19.4 Vacation Pay on Termination

- (a) An employee who terminates his/her employment for any reason will be paid any outstanding vacation pay as provided in Clause 19.1.
- (b) If any overpayment of vacation to the employee occurs, an amount equal to the overpayment will be deducted from the employee's final pay in the event that the employee leaves their employment.

#### 19.5 Reinstatement of Vacation Days

Where an employee qualifies for sick leave requiring hospitalization, or bereavement leave during his/her period of vacation, there will be no deduction from vacation credits provided appropriate documentation (in form of a doctor's note or death certificate/obituary where applicable) is provided by the employee to the General Manager or designate.

### ARTICLE 20 - SICK LEAVE

#### 20.1 Sick Leave Entitlement

- (a) Pay for sick leave is for the sole purpose of protecting employees against loss of income arising from personal illness or injury and will be granted to all regular employees on the following basis:
  - (1) Full-time and part-time regular employees will accrue sick leave credits at a rate of seven and one-half hours for every 162½ hours worked.
  - (2) The accumulated sick leave bank for all employees will have a maximum accrual of 12 days which may be carried over from year to year.
  - (3) An employee off work due to illness and entitled to sick pay will not receive pay for more sick days during any pay period than the normal number of days he/she would have worked during that period. Provided credits are available, employees will be eligible to claim 100% of scheduled lost time due to personal illness on completion of the sick claim form.
  - (4) An employee off work due to illness and entitled to sick pay will not engage in any gainful employment during the time he/she is off work. If this does occur he/she will be deemed terminated unless a reasonable explanation can be given.
  - (5) The Employer will advise employees of their used sick leave credits on each paystub.
  - (6) In the event that the Employer no longer employs an employee, then it is acknowledged that there is no further sick leave entitlement or obligation.
- (b) Where it appears an employee's sick leave utilization is excessive, the employee may be required to submit additional medical documentation and the cost will be borne by the employee.
- (c) The Employer may request proof of illness or injury reasonably acceptable to the Employer for any absence in excess of three scheduled shifts, where there appears to be a pattern of absence or where there are frequent absences that are not supported by medical documentation.

#### 20.2 Certification of Fitness

- (a) After an absence due to illness or injury, the Employer is entitled to require documentation from a physician or from WorkSafeBC, certifying that the employee is medically able to resume the full duties of the position.



(b) Where the Employer requires an employee to submit to a medical examination or medical interview, it will be at the Employer's expense.

(c) Employees in receipt of WorkSafeBC benefits will be credited with seniority during any absence due to injury.

### **20.3 Notice of Absence/Return to Work**

(a) Employees who are absent from work because of illness or injury will contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or anticipated date of return to work.

(b) Employees who have been absent from work due to extended illness or injury must provide sufficient notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule.

### **20.4 Integration with Other Disability Income**

Should an employee recover any monies paid by the Employer as sick leave pay, as compensation for lost wages from ICBC, WorkSafeBC, a private insurer or any other source, the Employer will be reimbursed for any sick leave pay that it may have paid to the employee and the employee's sick leave credits will be proportionately reinstated.

## **ARTICLE 21 - LEAVES OF ABSENCE**

### **21.1 General Leave**

A regular employee who has completed 450 hours of employment may request a leave of absence without pay, subject to the Employer's approval. An employee who wishes to apply for such leave will, except in cases of emergency, state his/her request in writing at least two weeks prior to the commencement of the requested leave. The request will include the commencement date and the reason for the request. Subject to the Employer's operational requirements, the leave will not be unreasonably withheld. When such leave is authorized, health and welfare benefits will be maintained at the employee's expense.

### **21.2 Jury and Witness Duty**

(a) When an employee is subpoenaed for jury duty, or as a court witness, they will not suffer any loss of salary or wages while so serving to a maximum of five days. The amount paid by the Employer will be the difference between the employee's normal salary and the indemnity paid by the court, or any other party, and upon receipt of the appropriate documentation.

(b) The Employer reserves the right to adjust the scheduling of employees' hours to minimize the amount of time the employee is away from the workplace in mutual agreement with the employee.

### **21.3 Bereavement Leave**

(a) When a death occurs in an employee's immediate family (which will include spouse, parent, daughter, son, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchild, or any relative permanently residing in the employee's household), regular employees will be eligible for leave up to a maximum of five consecutive calendar days from the date of death. If any of these days fall on previously scheduled working days, the employee will receive regular pay for their scheduled hours for up to three days.

(b) Bereavement leave with pay will not apply when an employee is on an unpaid leave of absence.

- (c) In the event the funeral is out of town or out of the country, requests for additional time off without pay will not be unreasonably denied by the Employer.

#### **21.4 Special Leave**

Special Leave with pay will be as follows:

- (a) Marriage Leave - three days
- (b) Paternity Leave - one day
- (c) Adoption Leave - one day

#### **21.5 Family Responsibility Leave**

(a) An employee is entitled to request 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, or to the care or health of any other member of the employee's immediate family. Where an employee is required for family responsibility and no one is available at the employee's home, the employee may use up to two days during each employment year from their accumulated sick leave credits if available.

(b) Immediate family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

#### **21.6 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. There will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25 during such leaves.

#### **21.7 Unpaid Leave - Public Office**

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

- (a) Employees seeking election in a municipal, provincial or federal election will be granted unpaid leave of absence for a period up to 90 calendar days.
- (b) Employees elected to public office will be granted unpaid leave of absence for a period up to five years.

### **ARTICLE 22 - PREGNANCY, PARENTAL AND ADOPTION LEAVE**

#### **22.1 Maternity Leave**

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

(1) *Beginning*

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

(2) *Ending*

- (i) no earlier than six weeks after the actual birth date, unless the employee requests a shorter period, and

- (ii) no later than 17 weeks after the actual birth date.
- (b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (c) An employee is entitled up to six additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Subsection (a) or (b).
- (d) A request for leave must:
  - (1) be given in writing to the Employer;
  - (2) if the request is made during the pregnancy, be given to the Employer at least four weeks before the day the employee proposes to begin leave, and
  - (3) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Subsection (c).
- (e) A request for a shorter period under Subsection (a)(2)(i) must:
  - (1) be given in writing to the Employer at least one week before the date the employee proposes to return to work, and
  - (2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

## 22.2 Parental Leave

- (a) An employee who requests parental leave under this article is entitled to:
  - (1) for a birth mother who takes leave under Article 22.1 in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 22.1 unless the Employer and the employee agree otherwise;
  - (2) for a birth mother who does not take leave under Article 22.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event;
  - (3) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event; and
  - (4) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Subsection (a).
- (c) A request for leave must:
  - (1) be given in writing to the Employer;

- (2) if the request is for leave under Subsection (a)(1) or (a)(2), be given to the Employer at least four weeks before the employee proposes to begin leave; and
  - (3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) An employee's combined entitlement to leave under Clauses 22.1 and 22.2 is limited to 52 weeks plus any additional leave the employee is entitled to under Clauses 22.1(c) or 22.2(c).

### **22.3 Return from Leave**

An employee on maternity or parental leave pursuant to Clauses 22.1 and 22.2 will provide the Employer with at least one month's written notice. On return from leave, an employee will be placed in her former position or where the position no longer exists in a position of equal rank and basic pay. Where no position exists, Article 13 will apply.

### **22.4 Benefit Plan**

- (a) If an employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of 17 weeks and for an employee on parental leave, a maximum of 37 weeks.
- (b) If an employee fails to return to work, the Employer will recover monies paid under this section.

### **22.5 Sick Leave**

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

### **22.6 Vacation**

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

### **22.7 Seniority Rights on Reinstatement**

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

## **ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY**

### **23.1 Health and Safety Committee**

- (a) The Employer and the Union agree to establish an Occupational Health and Safety Committee, as set out in the Industrial Health and Safety Regulations of the *Workers Compensation Act*, to be comprised of two employee representatives and one employer representative.
- (b) This committee will function in accordance with the Industrial Health and Safety Regulations pursuant to the *Workers Compensation Act*.

- (c) This committee will hold regular meetings, but no less than once per month or as necessary and minutes will be kept of all committee meetings and a copy of these minutes sent to the Employer, WorkSafeBC and the Union.
- (d) The Employer will assume the expense of transporting the employee injured on duty to the nearest physician or hospital for treatment.
- (e) The meetings will be scheduled on employer time and employees will be granted equivalent time, with pay, off if scheduled on a day off. There will be no loss of pay or seniority for attending committee meetings.

### **23.2 Investigation of Accidents**

- (a) The Occupational Health and Safety Committee will be notified of each accident or injury and may investigate and report to the Union and the Employer on the nature and cause of the accident or injury.
- (b) In the event of a work related employee fatality, the Employer will notify the union designate of the nature and circumstances of the accident as soon as possible.

### **23.3 Employee Working Alone**

- (a) The Employer will ensure that protocols are in place that are consistent with the intent behind WorkSafeBC initiatives addressing employees working alone.
- (b) The Employer will post the protocols referred to in (a) above in the worksite so that all employees have ready access to them.

## **ARTICLE 24 - ADJUSTMENT PLAN**

### **24.1 Adjustment Plan**

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this collective agreement applies, the procedure to be followed will be in accordance with the *Labour Relations Code*, Section 54.

## **ARTICLE 25 - HEALTH AND WELFARE BENEFITS**

### **25.1 Enrolment in Benefit Plans**

- (a) Eligible employees may elect to enrol in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enrol in a particular plan may withdraw at any time. An employee who has enrolled in a plan or has withdrawn may enrol in a plan subject to carrier approval and conditions. Re-enrolment will occur only at the sign-up opportunities in January and July.
- (b) Benefits are only available to employees who are regularly scheduled to work 20 hours or more per week and who have completed the probationary period. Additional hours picked up under Clause 30.4 Employee Call-in (Casual/Part-time) and/or 30.5 Procedure for Calling Casual and Part-Time Employees for Casual Work are not included in the 20 hour threshold calculation.
- (c) The Employer will provide eligible employees with at least 30 days advance notice of changes to the cost of the benefit plans.

**25.2 BC Medical Services Plan**

- (a) For full-time and part-time regular employees, the Employer agrees to contribute 75% of the premium costs of the BC Medical Services Plan. The Employer will ensure that eligible employees are provided with BC Medical Services Plan coverage at a single, couple or family rate as applicable.
- (b) The Employer will submit the premiums on behalf of the employee and deduct the employee's portion (25%) of the premium costs as a payroll deduction.

**25.3 Extended Health Insurance**

- (a) For full-time and part-time regular employees, the Employer agrees to contribute 75% of the premium costs of the Extended Health Insurance Plan.
- (b) Effective August 1, 2017 the Employer agrees to provide for a Vision Care Plan providing reimbursement for eyeglasses, contact lenses eye examinations and/or laser eye surgery in the amount of \$250 every 24 months for employees and their dependants.

**25.4 Dental Plan**

For full-time and part-time regular employees, the Employer agrees to contribute 75% of the premium costs of the Dental Plan.

**25.5 Life Insurance and Accidental Death and Dismemberment**

For full-time and part-time regular employees, the Employer agrees to contribute 75% of the premium costs for the Life Insurance and Accidental Death and Dismemberment Plan which provides coverage at one times the annual insurable earnings of those eligible employees.

**25.6 Change of Carrier**

- (a) The selection of the insurance carrier for any benefits referred to in this article is in the sole discretion of the Employer subject to retaining benefit plan of equal coverage or better.
- (b) Copies of the master contracts with the carriers for the benefit plans will be sent to the President of the Union or designate.

**ARTICLE 26 - PAYMENT OF WAGES****26.1 Rates of Pay**

- (a) All employees will be paid by direct deposit.
- (b) Employees will be paid in accordance with Appendix 4.

**26.2 Payment of Wages Upon Termination, Layoff or Resignation**

- (a) When an employee resigns, the Employer will pay all wages and vacation pay owing to the employee within six days of the date of the day of his/her resignation.
- (b) When an employee is laid off or his/her services are terminated, the Employer will pay all wages and vacation pay owing to the employee within 72 hours, exclusive of Saturdays, Sundays or holidays.

**26.3 Substitution**

- (a) Where an employee is required by the Employer to perform the duties of a higher ranking bargaining unit position with wage rates higher than the normal employee rate for one shift or more,

such employee will be paid the rate in the higher classification that is next above the employee's own wage rate.

- (b) In no circumstances will there be pyramiding of wages and/or benefits.

#### **26.4 Meal Allowances**

When an employee is pre-authorized to attend a function off premises and the function runs through the employee's meal period, the employee will be reimbursed for reasonable and substantiated cost of the meal.

### **ARTICLE 27 - JOB CLASSIFICATIONS AND WAGE RATES**

#### **27.1**

- (a) The Employer will provide the Union with job descriptions for the classifications in the bargaining unit set out in Appendix 4, within six months of ratification of the agreement.
- (b) When the Employer establishes a new bargaining unit position, it will provide the Union with job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter will be referred to arbitration.

### **ARTICLE 28 - GENERAL CONDITIONS**

#### **28.1 Indemnity**

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

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

#### **28.2 Copies of the Collective Agreement**

- (a) The Union will print the collective agreement in an agreed to format, and will distribute copies of the collective agreement to employees. The Employer retains the right to proof-read the final draft prior to printing.
- (b) The Union will provide for the printing of the collective agreement and the cost will be equally shared by the Union and the Employer.

#### **28.3 Personal Property Damage**

Upon submission of reasonable proof, where an employee's personal possessions are damaged by resident or guest of the Employer, the Employer will pay, up to a maximum of \$100, for the repair or replacement costs, provided such personal possessions are of a type suitable for use while on duty.

#### **28.4 Lockup for Personal Effects**

- (a) The Employer agrees to provide lockers for all regular employees. All employees are responsible for the security of their personal effects.
- (b) The Employer will not enter an assigned locker without the presence of the employee and/or the union steward.

### 28.5 Volunteers and Bargaining Unit Work

- (a) It is agreed that volunteers have a role to fill in the operation of an assisted living facility and are an important link to the community being served. Volunteers will be supplementary to established positions in the bargaining unit and will not result in the layoff of bargaining unit employees, nor will volunteers be used to fill established positions within the bargaining unit.
- (b) It is further agreed that the current practice regarding the use of volunteers, as of the date of execution of this agreement, is consistent with the above.

### 28.6 Contracting Out

The Employer agrees that they will not contract out bargaining unit work that will result in the layoff of employees within the bargaining unit.

## ARTICLE 29 - HARASSMENT

### 29.1 Harassment

- (a) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment (sexual, personal, discriminatory or psychological) and where the conduct and language of all employees meets the acceptable standard of the workplace. The parties agree to foster and promote such an environment.
- (b) Harassment includes any action that ought reasonably to be known to be unwelcome or inappropriate and which serves no legitimate work related purpose, as determined by a reasonable person, and may be one incident or a series of incidents depending on the context.
- (c) Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours and includes incidents related to resident or visitor contact, provided the acts are committed within the course of the employment relationship.
- (d) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial and supervisory rights as provided in Article 6 Management Rights.

### 29.2 Complaint Procedure

- (a) Where a bargaining unit employee alleges that he/she has been or is being harassed, he/she will register the complaint, in writing to the General Manager, either directly or through the Union.
- (b) The party who receives the complaint will advise the other party of the complaint within 48 hours of receipt of the complaint.
- (c) Complaints will be dealt with as confidentially as possible.
- (d) Both the complainant and the respondent will be entitled to union representation if they are members of the bargaining unit.
- (e) Where the complaint involves the General Manager an outside investigator will be assigned to carry out the investigation and ensure that appropriate action has been taken.
- (f) The Employer will investigate all complaints of harassment in a timely manner.
- (g) Within 14 days of completing its investigation the Employer will notify the Union whether or not the allegation was substantiated and indicate what action, if any, was or will be taken.



- (h) In the event that an employee or the Union is not satisfied with the Employer's investigation or the outcome of the investigation the employee and/or the Union may file a grievance at Step 3 of the grievance process.
- (i) The parties agree that substantiated cases of harassment will be cause for discipline, up to and including dismissal.
- (j) Allegations of harassment which are found to be frivolous, vexatious or in bad faith shall be cause for discipline, up to and including dismissal.
- (k) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia but there will be no duplication of process.

### ARTICLE 30 - CASUAL EMPLOYEES

#### 30.1 Definition of Casual Employees

Casual employees are employees who are hired for relief purposes and do not work a regular schedule or do so for a specified period of time. Casual employees will be considered internal applicants when applying for vacancies.

#### 30.2 Change of Status

- (a) Casual employees may achieve regular status only by successfully bidding into a permanent vacancy through the posting procedure.
- (b) Casual employees who are successful in competition for a full-time, part-time or temporary position will be subject to a trial period as outlined in Clause 12.3 Probation Period and 12.4 Trial Period.

#### 30.3 Application of Agreement

All of the provisions of the collective agreement will apply to casual employees except the following:

Article 13	Layoff and Recall
Clause 14.2(a)	Scheduling
Clause 14.3	Changes in Scheduling
Clause 14.8	Exchange in Shifts
Article 17	Paid Holidays, except Clause 17.1 Paid Holidays
Article 19	Vacation
Article 20	Sick Leave
Article 21	Leaves of Absence
Article 22	Maternity/Adoption and Parental Leave
Article 25	Health and Welfare Benefits

#### 30.4 Assignment of Casual Hours

- (a) Casual and part-time employees may register to accept casual assignments in more than one classification/department provided that they have the required qualifications and ability to do the work. Prior to being added to the register and offered casual work, casual and part-time employees must successfully complete the orientation for the classification(s). If a casual or part-time employee has already worked in the additional classification(s) then they will be deemed qualified to be added to the casual register for that/those classification(s).
- (b) Casual and part-time employees will notify the Manager/designate responsible for the assignment of casual work in each classification they are registered in, of their availability for casual

work in the upcoming month, on the form provided by the Employer, by the first of the preceding month. A list of all employees who have submitted availability will be kept with the call-in log book. An employee may amend his/her availability in writing one time during each month after submitting their monthly availability.

(c) Casual and part-time employees who have submitted availability will be offered available hours, in accordance with Clause 30.5 Procedure for Calling Casual and Part-Time Employees for Casual Work.

(d) The Employer will be obliged to call a casual or part-time employee only for those days and shifts for which the employee has indicated they are available.

(e) Casual employees must notify the Employer of the times of unavailability due to illness or injury, during which time the Employer is not obligated to call the ill or injured employee.

(f) Casual employees who fail to provide availability for three consecutive months will be removed from the call register and deemed to have abandoned their employment.

(g) Notwithstanding their submitted availability, casual employees have the right to not be available on two calls during a pay period. Casual employees who are unavailable on five calls over six consecutive pay periods will be removed from the casual call-in registry. Such removal will be subject to the grievance procedure.

(h) Paragraph (g) above applies to part-time employees who have registered for casual assignments, except that where he/she is unavailable for five calls over six consecutive pay periods he/she will be removed from the call-in register for a period of six months.

(i) Employees will not be considered unavailable if:

(1) the employee does not answer a call when the shift to be offered is not included in their submitted availability;

(2) they decline hours for which they have not submitted availability; or

(3) the employee returns the missed call within three hours of a message being left.

### **30.5 Procedure for Calling Casual and Part-Time Employees for Casual Work**

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

(b) Absences with less than 24 hours' notice and absences of less than five shifts, which the Employer intends to fill, will be offered in order of seniority to casual employees who have submitted availability provided that the employee does not have scheduled shifts that would conflict with the shift(s) to be offered. If no casual employee accepts the shift(s) then they will be offered in order of seniority to part-time employees who have registered for casual hours and submitted availability. No schedule changes will be made to permit a casual or part-time employee to accept these shifts.

(c) *Block Shifts*

(1) A block of shifts is available when it is known in advance that more than four consecutive shifts will be available to cover an absence in one position.

(2) Where a block of shifts of at least five shifts and no more than 10 shifts becomes available, the entire block will be offered in order of seniority to all employees registered for casual hours who have submitted availability. If a part-time employee accepts the block any previously scheduled, conflicting shifts will be removed. No other schedule changes will be made to permit

casual or part-time employees to accept an offered shift or block of shifts. Any shifts left vacant by the assignment will be filled in accordance with (b) above.

(3) A block of shifts of more than 10 days, and less than 60 days, will be offered on a full block basis to part-time employees registered for casual hours, who have submitted availability, in order of seniority. The part-time employee who accepts the block will have any previously scheduled, conflicting shifts removed. If no part-time employee accepts the block it will be offered to casual employees registered for work who have submitted availability.

(4) No other schedule changes will be made to permit casual or part-time employees to accept an offered shift or block of shifts. Any shifts left vacant by the assignment will be filled in accordance with (b) above.

(d) If acceptance of a shift will put an employee in an overtime situation, then that employee will not be considered to be eligible to pick up that shift.

(e) To demonstrate that the casual call-in procedure has been complied with all calls will be recorded in a log book. The log book will show:

- (1) the date the call was made;
- (2) the employee called;
- (3) the time of the call;
- (4) the position/shift to be filled;
- (5) the outcome of the call (accept, decline, no answer, answering machine, message left);
- (6) the name and signature of the caller.

In the event of a dispute the Union will have access to the log book(s).

(f) If the Employer receives no answer after six rings, the caller will make note in the log book and move to the next available employee on the register. If an answering machine/voice mail is reached or a person is available to take a message, the caller will leave a message. The caller will then proceed down the list of employees with stated availability.

(g) If an employee returns a call from a message left and the shift remains unfilled, the Employer will offer it to the employee. If the shift has been filled by the time that the employee returns the call, the Employer will advise the employee that the shift is no longer available.

## ARTICLE 31 - DURATION OF AGREEMENT

### 31.1 Duration

This agreement will be for the period from April 1, 2016, up to and including March 31, 2020.

### 31.2 Notice to Bargain

(a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after December 31, 2019, but in any event, no later than midnight March 31, 2020.

(b) Where no notice is given by either party prior to March 31, 2020, both parties will be deemed to have given notice under this section on March 31, 2020.

### 31.3 Agreement to Continue in Force

(a) Both parties will adhere fully to the terms of this agreement during the period of collective bargaining and until a new agreement is signed.

(b) During the term of this collective agreement, the Union agrees that there will be no strike, and the Employer agrees that there will be no lockout. Strike will include any strike, picketing, sit-down, stand-in, study session, slowdown, or other curtailment or restriction of productivity, or interference with work in or about the Employer's residences, or any other act as defined in the Labour Relations Code.

#### **31.4 Section 50(2) and (3) Excluded**

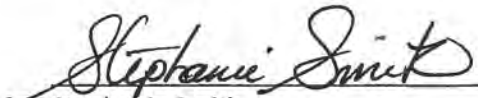
The operation of section 50(2) and (3) of the *Labour Relations Code* of British Columbia is hereby excluded.


#### **31.5 Change in Agreement**

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

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER:

  
Stephanie Smith  
President

  
Karat (Ken) Kantman  
Senior General Manager

  
Tereasa Greco  
Bargaining Committee Chairperson

  
Amanda List  
Human Resources Business Partner

  
Darlene Thomas  
Bargaining Committee Member

  
Erlinda Frijas  
Bargaining Committee Member

  
Deb Wilson  
Staff Representative

Dated this 9 day of November, 2018.

**APPENDIX 1  
Wage Table**

Position	Step	Current April 1, 2016	2.5% April 1, 2017	1.5% April 1, 2018	1.5% April 1, 2019
Dishwasher	Start	14.15	14.50	14.72	14.94
	1950 hours	14.42	14.78	15.00	15.23
	3900 hours	15.01	15.39	15.62	15.85
Night Housekeeper/ Maintenance Assistant	Start	17.30	17.73	18.00	18.27
	1950 hours	17.90	18.35	18.62	18.90
	3900 hours	18.47	18.93	19.22	19.50
Cook	Start	21.20	21.73	22.06	22.39
	1950 hours	21.92	22.47	22.81	23.15
	3900 hours	22.52	23.08	23.43	23.78
Server/Housekeeping/ Kitchen Aide	Start	16.75	17.17	17.43	17.69
	1950 hours	17.30	17.73	18.00	18.27
	3900 hours	17.90	18.35	18.62	18.90
Care Aide	Start	18.32	18.78	19.06	19.35
	1950 hours	18.77	19.24	19.53	19.82
	3900 hours	19.32	19.80	20.10	20.40

Signing Bonus:           \$500 for each regular employee  
                                  \$250 for each casual employee

**LETTER OF UNDERSTANDING  
Vacation Entitlement**

In an effort to simplify the vacation accrual process the parties agree that the following is how vacation will be earned and taken.

- regular employees will receive an annual vacation with pay on an "earn then take format"
- less than one year (from the initial date of hire until June 30<sup>th</sup>) - Employees earn one day per month to a maximum of 10 days
- one year or more (from the first full vacation year of July 1<sup>st</sup> to June 30<sup>th</sup>) - two weeks or 75 hours at 4% vacation pay from the previous year's earnings
- three years or more (from the fourth full vacation year of July 1<sup>st</sup> to June 30<sup>th</sup>) - three weeks or 112.5 hours at 6% vacation pay from the previous year's earnings
- five years or more (from the sixth full vacation year of July 1<sup>st</sup> to June 30<sup>th</sup>) - four weeks or 150 hours at 8% vacation pay from the previous year's earnings
- eleven years or more (from the 12<sup>th</sup> full vacation year of July 1<sup>st</sup> to June 30<sup>th</sup>) - five weeks or 187.5 hours at 10% vacation pay from the previous year's earnings

**MEMORANDUM OF AGREEMENT****Re: 2.1 Recognition**

The parties agree that the excluded positions contained in Clause 2.1 Recognition replace the previously listed positions and are simply changes of job title, not new or additional agreed excluded positions.

<b>New Job Title</b>	<b>Replaces</b>
Office Manager	Administrative Manager
Manager of Wellness	Assisted Living Coordinator
Retirement Counsellor	Marketing Manager
Lifestyle Consultant	Manager Leisure Services
Environmental Services Manager	Maintenance Manager
Executive Chef	Food and Beverage Manager