

COLLECTIVE AGREEMENT

between the

**WESTMINSTER HOUSE
HRC CARE SOCIETY**

and the

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

Effective from July 1, 2019 to June 30, 2022

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DEFINITIONS

For the purpose of this agreement:

- (1) "*Basic pay*" means the rate of pay in each wage schedule.
 - (2) "*Employee*" means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
 - (a) *Regular Full-Time Employee* - A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this collective agreement.
 - (b) *Regular Part-Time Employee* - A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this collective agreement.
- Any part-time employee posting into a full-time relief position will continue with the benefits that are entitled to a part-time employee. If the incumbent does not return, the position will be reposted.
- (c) *Casual Employees* - A casual employee is one who is not regularly scheduled to work other than during periods that such employee will relieve a regular full-time or regular part-time employee and/or temporary position. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in Article 30 - Casual Employees.
- (3) "*Employer*" means HRC Care Society.
 - (4) "*Leave of absence with pay*" means to be absent from duty with permission and with pay.
 - (5) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
 - (6) "*Union*" means the B.C. Government and Service Employees' Union.
 - (7) "*Common-law spouse*" is defined as a man or woman not married to each other, who have lived together for a period of not less than one year. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.
 - (8) "*Spouse*" anywhere spouse is referred to in the agreement it will also mean spouse of the same sex.

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

- (9) *One year worked* - For the purposes of this agreement, one year worked is equal to 1820 hours for vacation and increment purposes.

ARTICLE 1 - PREAMBLE

1.1 Preamble

The parties of this agreement share a desire to provide the highest quality of services to the residents of the home. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

Therefore, it is the purpose of both parties to this agreement:

- (a) to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
- (c) to encourage efficiency in operations;
- (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union while recognizing that the care of the residents served by the home will achieve greater independence and autonomy;
- (e) to provide competent services to the development of the residents of the home to the fullest extent possible, using methods which promote the dignity, respect and well-being of the residents and the economy of operation and quality and quantity of service. It is recognized by this agreement to be the duty of the Employer and the Union to cooperate fully for the advancement of said objective;
- (f) to promote autonomy and independence of the residents in their home.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement:

NOW THEREFORE, the parties agree as follows:

1.2 Future Legislation

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

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

1.3 Conflict with Regulations

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

1.4 Use of Feminine and Singular Terms

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

1.5 Preamble - Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment by other employees. An employee allegedly being harassed will register the complaint in writing to the Administrator either directly or through the Union, who are required to respond to the Administrator forthwith. The Administrator will deal with the complaint with all possible confidentiality.

1.6 Harassment

- (a) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of the employees meets the acceptable social standard of the workplace. The parties agree to foster and promote such an environment.
- (b) *"Sexual harassment"* is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.
- (c) *"Personal harassment"* is defined as: *"deliberate actions, that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees or the Employer"*. It may be repeated or persistent or may be a single serious incident. Personal harassment includes both discriminatory and psychological harassment;
- (1) *"Discriminatory Harassment"* is personal harassment based on any of the prohibited grounds of discrimination under the *Human Rights Act* of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted.
- (2) *"Psychological Harassment"* is personal harassment that creates a risk to a worker's psychological or physical well-being or causes a worker substantial distress or to be humiliated or intimidated, including but not limited to derogatory conduct or behavior that intimidates or belittles an individual or group of individuals; is humiliating or bullying behavior that undermines psychological or physical integrity or dignity; and/or is hostile or abusive.
- (d) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- (e) 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.

1.7 Complaint Procedure

- (a) An employee allegedly being harassed by another employee, a manager, a resident or visitor, or a contractor engaged by the Employer, will register the complaint in writing to the Administrator either directly or through the Union. The Administrator will deal with the complaint with all possible confidentiality.
- (b) The Administrator will investigate the allegation and, if substantiated, take action appropriate to the offence.
- (c) Where the allegation was presented through the Union, the Employer will notify the Union within 14 days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any was taken.
- (d) Unresolved complaints of harassment under this provision may be submitted by the Union to the investigator under Clause 8.15 Investigator.
- (e) If the Employer fails to act upon the agreed to recommendations of the investigator, or if the action taken by the Employer is not consistent with the recommendations, the Employer's decision may be considered as not having been determinative of the complaint.

- (f) The parties agree that substantiated cases of harassment will be cause for discipline, up to and including dismissal.
- (g) Allegations of harassment which are found to be in bad faith will be cause for discipline, up to and including dismissal.

ARTICLE 2 - RECOGNITION OF THE UNION

2.1 Bargaining Agent Recognition

- (a) The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.
- (b) The bargaining unit will be comprised of all employees at Westminster House, 1653 - 140th Street, Surrey, BC, except those listed in Appendix 3 Exclusions and those excluded by the *Code*, employed by HRC Care Society.

2.2 Correspondence

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

2.3 No Other Agreement

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

2.4 No Discrimination

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

The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer will take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

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

2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select three stewards and three alternates to represent employees who ideally will be representative of the care component and dietary component of the staff. The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or his/her alternate will obtain the permission of his/her department head and in his/her absence the person in charge before leaving his/her work to perform his/her duties as a steward. Leave for this purpose will be

without loss of pay. Such permission will not be unreasonably withheld. On resuming his/her normal duties, the steward will notify his/her department head and in his/her absence the person in charge.

Duties of the steward are:

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

A shop steward entering another work area on union business must first notify the department head of that area.

When a shop steward is the only employee on duty in a department or where his/her absence would require the Employer to call in another employee or assign another employee to a higher rated position, the shop steward may be refused leave of absence to transact union business. When such leave is refused, other time will be made available to ensure the union business is transacted.

2.6 Bulletin Board

The Employer will provide a bulletin board for the exclusive use of the Union, to be located in the staff lunchroom. The use of such bulletin board will be restricted to the business affairs of the Union and for the display of one union shop card.

2.7 Badges, Insignia and Union Shop Cards

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

2.8 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this agreement will have the right to refuse to cross a legal picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty will be considered to be absent without pay and benefits.
- (b) 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.
- (c) Any employees assigned to cover essential services as defined in the *Labour Code* and the *Essential Services Disputes Act* will be authorized and permitted to cross a legal picket line.

2.9 Unpaid Leave - Union Business

- (a) Leave of absence without pay and without loss of seniority will be granted with 14 days' written notice for the purposes listed below. Such leave will be subject to operational requirements and will not be unreasonably withheld:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC, provided the dispute involves the Employer; or
- (4) to employees representing the Union in collective bargaining; or
- (5) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union, the leave will be for a period of three years and will be renewed upon request of the Union.

This provision does not apply to employees who are hired by the Union for a period greater than six months and who are required to resign from their positions.

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

The Union agrees to reimburse the Employer within one month of receipt of billing from the Employer.

2.10 Membership Information

The Employer agrees to provide to the Union twice a year, within the first week of the months of February and July, a list of all union members, their current job categories, current wage rates and employee status (i.e. currently working/no longer working [but did work at some point during the year]/on leave/on LTD/on layoff), known to the Employer.

As an alternative to providing a written list, the above-noted lists may be supplied to the Union electronically. Where the information is not supplied through the foregoing method, the Employer will supply the requested information on hard copy.

ARTICLE 3 - UNION SECURITY

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

ARTICLE 4 - CHECK-OFF OF UNION DUES

(a) The Employer will, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee will, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose. The Employer will deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

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

(b) All deductions will be remitted to the President of the Union not later than 28 days following the end of the month in which the deduction was made and the Employer will also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee. A list of all union members who have ceased employment will be provided to the Union twice a year within the first week of February and July.

As an alternative to providing a written list, the above-noted lists may be supplied to the Union electronically. Where the information is not supplied through the foregoing method, the Employer will supply the requested information on hard copy.

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

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

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

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

ARTICLE 5 - EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES

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

Where the Employer conducts a group orientation for new employees, the 15 minute meeting with the steward may take place during the orientation. Stewards will be notified in advance of the group orientation meeting. Stewards who attend a group orientation outside normal working hours will be credited with equivalent straight-time off with pay, to be scheduled at a mutually agreeable time.

ARTICLE 6 - EMPLOYER'S RIGHTS

6.1 Rights Reserved

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

6.2 Management Rights

Without limiting the generality of the foregoing, the Employer will have the exclusive right, subject to the provisions of this agreement, to:

- (a) hire, direct, and assign work to employees;
- (b) promote, demote, transfer, layoff or recall employees;
- (c) suspend, discipline and discharge employees for just and reasonable cause;
- (d) evaluate job performance;
- (e) establish new, and abolish existing, job classifications;
- (f) establish job requirements, including the determination of the experience, skills, abilities, training and qualifications required to perform the work;
- (g) establish, maintain and enforce rules and regulations that are not inconsistent with this agreement;
- (h) maintain order, discipline and efficiency; and
- (i) determine the methods of operation, the amount of supervision, the schedules of work, the rotation of shifts, the hours and days of work, and the number of employees required at any given time.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Representation

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

7.2 Union Bargaining Committee

A union bargaining committee will be elected and consist of a maximum of three representatives of the bargaining unit.

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

7.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to a B.C. Government and Service Employees' Union staff representative, or authorized alternate, when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The union representative will provide reasonable notice to the Administrator or his/her designate/person in charge in advance of their intention and their purpose for entering and will specify

the anticipated duration of the visit. Such visits will not interfere with the operation of the Employer's business.

7.4 Casual Employee Probationary Period

- (a) Casual employees will serve a probationary period of 480 hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.
- (b) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee will serve a probationary period of 480 hours.
- (c) Where a casual employee who has completed probation is reclassified to a regular employee such employee will not be required to serve another probationary period under Article 12 - Vacancy Postings, but will be required to complete the qualifying period under Clause 12.4 Qualifying Period.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

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

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

8.2 Step 1

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

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

8.3 Time Limits to Present Initial Grievance

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

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

8.4 Step 2

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

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

(b) The Manager will acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

8.5 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 will reply in writing to an employee's grievance within 14 days of receiving the grievance at Step 2.

8.6 Step 3

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

- (a) 14 days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or
- (b) 14 days after the Employer's reply was due.

8.7 Time Limit to Reply at Step 3

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

8.8 Submit to Arbitration

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

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

8.9 Administrative Provisions

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

8.10 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Administrator or his/her designate presenting the grievance to the President of the Union or the union area staff representative.

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

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

8.11 Time Limits

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

8.12 Deviation from Grievance Procedure

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

8.13 Policy Grievances

Where either party to this agreement disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute will be discussed initially with the Administrator, his/her designate or the Union within 14 calendar days of the occurrence. Where no satisfactory agreement is reached, either party, within a further 14 calendar days, may submit the dispute to arbitration, as set out in Article 9 - Arbitration of this agreement.

8.14 Dismissal or Suspension

Employees dismissed or suspended for alleged cause will have the right to submit a grievance to the Administrator commencing at Step 3 within 14 days of the employee receiving notice of dismissal or suspension.

8.15 Investigator

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

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

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

8.16 Settlement Officer

The parties may agree, within 45 days of the completion of the steps of the grievance procedure preceding a reference to arbitration, to request and share the expense of seeking the appointment of a settlement officer to confer with the parties to assist them to settle the difference as per Section 87 of the *BC Labour Relations Code*.

ARTICLE 9 - ARBITRATION

9.1 Notification

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

9.2 Arbitrator

- (a) When a party has requested that a grievance be submitted to arbitration, it will indicate to the other party of the agreement within 14 days.
- (b) The parties agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators listed in Appendix 4.

9.3 Decision of the Arbitrator

The decision of the Arbitrator will be final, binding, and enforceable on the parties. The Arbitrator will have the power to dispose of a discharge or discipline grievance by any arrangement, which it deems just and equitable. However, the Arbitrator will not have the power to change this agreement or to alter, modify or amend any of its provisions. Any recommendations from this arbitration can be handled through Clause 29.6 Joint Labour/Management Committee if an appendix may be necessary.

9.4 Disagreement on Decision

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

9.5 Expenses of Arbitration

Each party will pay one-half of the fees and expenses of the Arbitrator.

9.6 Amending Time Limits

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

9.7 Expedited Arbitration

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

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

- (a) dismissals;
- (b) rejection on probation;

- (c) suspensions in excess of 20 workdays;
- (d) policy grievances;
- (e) grievances requiring presentation of extrinsic evidence;
- (f) grievances where a party intends to raise a preliminary objection;
- (g) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

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

- (a) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) the location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose;
- (c) the Arbitrator will hear the grievances and will render a decision within two working days of such hearings. No written reasons for the decisions will be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- (d) all decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions will have no precedential value and will not be referred to by either party in any subsequent proceeding;
- (e) all settlements of expedited arbitration cases prior to hearing will be without prejudice;
- (f) the parties will equally share the costs of the fees and expenses of the Arbitrator;
- (g) the expedited Arbitrator, who will act as a sole arbitrator, will be selected from the list mutually agreed to by the parties in Appendix 4.
- (h) It is agreed that arbitration decisions made under this provision will not be appealed.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Notice of Dismissal or Suspension

Notice of dismissal or suspension will be in writing and will set forth the reasons for dismissal or suspension, and a copy will be sent to the President of the Union or his/her designate.

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee will include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee will 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 will be entitled to recourse through the grievance procedure, and the eventual resolution thereof will become part of their personnel record. Upon the employee's written request, any such document, other than employee appraisals, will be removed from the

employee's file after the expiration of 18 months from the date it was issued provided there has not been any further infraction. 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.

(b) Upon the employee's written request, and such document, other than employee appraisals, will be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been any further infraction. The Employers agrees not to introduce 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.

(c) In the event an employee forgets to ask the Employer to remove a document in accordance with (b) above, the document will not be referred to nor relied on after the 18 month period.

10.4 Evaluation Reports

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

An employee will, upon request, receive a copy of this evaluation report at the time of signing.

All final employee performance appraisals will form part of the employee's permanent record. If the employee doesn't submit a grievance on the content of the appraisal within 14 days of the date on which the employee signed the appraisal in disagreement, the appraisal will become a permanent part of the employee's record.

10.5 Personnel File

(a) An employee, or the President of the Union (or his/her designate) with the written authority of the employee, will be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, will give the Employer adequate written notice, prior to having access to such file.

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

Access to the file will be not later than seven days after notice is given.

10.6 Right to Have Steward Present

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

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

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

10.7 Employment Abandoned

Any employee who fails to report for work and does not notify his/her person in charge within two consecutive workdays, and who cannot give an acceptable reason for his/her absence, will be considered as having abandoned his/her 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 defined as the length of the employee's continuous employment with (Westminster House) and will accumulate based on straight-time hours paid since the date of employment with the Employer.
- (b) Upon completion of the probationary period, the initial date of employment will be used for determining benefits and seniority hours.

The above applies to the following articles:

- Clause 12.1 - Postings;
- Clause 13.0 - Layoff & Recall;
- Clause 17.1 - Vacation Entitlement;
- Clause 17.5 - Vacation Scheduling; and
- Clause 25.0 - Health & Welfare.

- (c) All full-time employees will be credited with 1950 hours of seniority annually.

When an employee changes from casual to part-time or a full-time position then the hours accumulated in the previous position will be carried over to their new position.

- (d) Employees will continue to accrue seniority during the following:

- regular hours;
- paid sick leave;
- up to 20 days unpaid leave of absence;
- hours while off work due to ICBC;
- vacation hours;
- paid holiday hours;
- union business;
- maternity/adoption/parental leaves;
- compassionate care leave;
- any other paid leave, and
- time spent on a WorkSafeBC claim.

11.2 Seniority Lists

Seniority lists for regular full-time, regular part-time and casual employees will be posted within the first week of the months of February, July, and October. The seniority lists will include the name, job category, and straight-time hours paid up to the end of the previous month's pay period. A copy of the seniority lists will be supplied to the President of the Union or his/her 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.

11.3 Loss of Seniority

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

- (a) they are discharged for just cause;
- (b) they voluntarily terminates his/her employment;
- (c) they are on layoff for more than 12 months;
- (d) they abandon their position in accordance with Clause 10.7 Employment Abandoned;
- (e) they are on layoff and fails to report when recalled for work of an ongoing nature within 14 calendar days after being notified of recall by registered mail from the Employer.

11.4 Same Service Seniority Date

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

ARTICLE 12 - VACANCY POSTINGS

12.1 Postings

- (a) A posting will be required for vacancies or new positions which are in excess of two calendar months and which the Employer is seeking to fill. A one-time increase of seven hours or less per week in the number of regularly scheduled hours of a regular position will not constitute a vacancy.

A change in the starting or quitting times, shift schedules, or scheduled days off will not constitute a vacancy.

- (b) The Employer agrees to post such vacancy or new job for a period of at least seven calendar days in advance of the selection. Applications must be received during the seven day period in order to be considered by the Employer.

- (c) The posting will contain the following information: title of the job, qualifications, nature of the position, present hours of work, wage rate.

- (d) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of two months or less will be filled in accordance with Appendix 2.

- (e) A copy of the job posting will be sent to the Chairperson of the Bargaining Committee.

- (f) If a vacancy is posted and filled by an employee currently in the bargaining unit, the successful applicant will be notified within one week of the decision being made and the name of the successful candidate will be posted on the bulletin board.

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

(h) *Temporary Positions to Accommodate Workload Hours* - The Employer has the ability to post a maximum of two temporary regular positions in each of the cook, dietary aide, activity aide, care aide, LPN, and housekeeping/laundry departments in order to be able to adapt to changing workloads in the facility as a result of the fluctuating occupancy.

Such positions are to be posted for a maximum term of six months. At the end of the temporary term, the Employer will either:

- (1) post a permanent position;
- (2) end the term position;
- (3) extend the temporary term beyond six months, provided the Union has been informed of their reason for the extension and agrees to the extension.

It is understood that if workload decreases, these temporary positions can be deleted by the Employer giving seven days written notice to the employee in the temporary position. At the end of the temporary term or following seven days written notice from the Employer, the incumbent will return back to their previous position and status. An employee working in these temporary positions will receive all rights and benefits that apply to their current status as an employee.

12.2 Temporary Positions

(a) Temporary vacancies will be posted in accordance with Clause 12.1 Postings. Postings for all temporary vacancies will include *"this position may end with two weeks' written notice"*.

- (1) Postings for temporary vacancies which are known in advance to be in excess of two months will include the following wording *"duration: to the return of the incumbent or (expected duration of vacancy), whichever occurs first."*
- (2) Posting for temporary vacancies which exceed two months duration will include the following wording *"duration: to the return of the incumbent or up to 12 months, whichever occurs first."*

(b) When a temporary vacancy exists as a result of a medical leave that has extended beyond one year, the temporary vacancy will be posted as a permanent position.

In the event the incumbent to a position posted under this clause is able to return to work after their original position has been filled, he/she will be:

- (1) placed in a vacant position; or
- (2) given access to the rights contained in Article 13 - Layoff and Recall; and/or
- (3) placed on the casual call-in list.

12.3 Selection Criteria

The successful applicant will be determined on qualifications, knowledge, education, skills, experience and performance. Where two or more applicants are equal, the one with the greater seniority will be selected.

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

12.4 Probationary Period

It is understood that all new employees will be subject to a probationary period of 480 hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed.

By written mutual agreement between the Employer and the Union, the probationary period may be extended by a period of up to an additional 480 hours worked, provided written reasons are given for requesting such extension.

12.5 Qualifying Period

When a vacancy is filled by an existing employee, the employee will be declared permanent in the new job after a period of 480 hours. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to his/her former position, he/she will be returned to his/her former permanent position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions will be returned to his/her former position, and wage or salary rate, without loss of seniority. Employees may apply on posted positions prior to completing the qualifying period in their current position.

12.6 Applications from Employees

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

12.7 Right to Grieve

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

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff

In the event of a reduction in the workforce, regular full-time and regular part-time employees will be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

The Employer will give regular employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) More than two years but less than five years seniority..... one week;
- (b) More than five years seniorityfour weeks;

Notice of layoff will not apply where the Employer can establish that the layoff results from an act of God, fire or flood.

13.2 Recall

(a) Laid off regular employees will retain their seniority and perquisites accumulated up to the time of layoff, for a period of one year and will be recalled to available work in order of seniority, provided the employee possesses the capability of performing the duties.

(b) If a laid off employee is not recalled to work within 12 calendar months of layoff, such employee may be terminated by written notification at the expiration of the 12 calendar month period. Laid off

employees failing to report for work of an ongoing nature within seven days of the date of receipt of notification by registered mail will be considered to have abandoned their right to employment.

Employees required to give two weeks' notice to another employer will be deemed to be in compliance with the seven day provision.

13.3 Bumping

It is agreed that, employees affected by layoff will have the right to bump any junior employee, provided, the employee is qualified for the position they are bumping into and possesses the ability to perform the duties of the new job.

Employees affected by such rearrangement of jobs will similarly transfer to jobs in line with seniority and ability. Bumping rights must be exercised within 28 days of notification of layoff.

13.4 Transfer to Casual Status

A regular employee who is laid off will be entitled, as of right, to transfer to casual status.

ARTICLE 14 - HOURS OF WORK

14.1 Continuous Operation

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

14.2 Hours of Work

The hours of work for each regular full-time employee, covered by this agreement, exclusive of meal times, will be seven and one-half hours per day, average of 35 hours up to 37½ hours per week.

14.3 Scheduling Provisions

(a) The Employer will determine, pursuant to the appropriate statutory authority, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.

(b) Staff including casuals, will be given 48 hours' notice of cancellation of shifts that are scheduled up to 30 days in advance. Unscheduled shifts (i.e. call ins) require notice as early as possible.

(c) Staff filling temporary positions over six months in length will receive a minimum of five working days' notice based on the return of the incumbent. (Those employees returning from prolonged leave please refer to Clause 18.2 Employee to Inform Employer).

(d) Schedules will be posted at least 14 days in advance of the effective date in a manner that allows all employees to be aware of the schedule.

(e) Except by agreement between the Employer and the employee, employees will not be required to work in excess of six consecutive shifts without receiving two consecutive days off, which may include statutory holidays, otherwise overtime will be paid in accordance with Article 15 - Overtime.

(f) There will be no split shifts.

(g) An employee reporting for work at the call of the Employer will be paid a minimum of two hours pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four hours pay at his/her regular rate if he/she commences work.

- (h) Employees may exchange shifts with the approval of the Employer, provided that a minimum of 48 hours advance notice in writing is given and there is no increase in cost to the Employer.
- (i) If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of the next shift, overtime rates will apply to hours worked on the succeeding shift which fall short of the eight hour period.
- (j) The Employer's designate and the union steward at the local level will work together on schedules based upon the shift patterns and hours of work clauses in this agreement and the provision of this article including the following:
 - (1) if either party wishes a change to existing work schedules it will provide the other party with the earliest possible advance notice in writing;
 - (2) the parties will have 14 days, from the date notice is given to reach agreement on work schedules;
 - (3) if the parties are unable to reach agreement within 14 days either party may refer the matter to an arbitrator.
- (k) Notwithstanding the above, an employee may request a change to their existing work schedule and/or hours. Such change will be mutually agreed to, based on operational requirements.

(l) *Orientation*

Employees who are working orientation shifts will be considered supernumerary to normal staffing levels. An employee's workload will not be increased as a result of being assigned the responsibility of providing orientation to another employee.

14.4 Shift Differential

- (a) Employees working the evening shift will be paid a shift differential of 50¢ per hour for the entire shift worked.
- (b) Employees working the night shift will be paid a shift differential of 50¢ per hour for the entire shift worked.
- (c) In this section "*evening shift*" means any shift in which the major portion occurs between 3:00 p.m. and 11:00 p.m. "*night shift*" means any shift in which the major portion occurs between 11:00 p.m. and 7:00 a.m.

14.5 Rest and Meal Periods

- (a) There will be a 15 minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four hours, will receive one 15 minute paid rest period.
- (b) An unpaid meal period of one-half hour will be scheduled as close as possible to the middle of each shift of five hours or more and will be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate.
- (c) The issue of designated staff areas for rest and lunch areas and the appropriate use of those areas will be discussed at the Joint Labour/Management Committee.

ARTICLE 15 - OVERTIME

15.1 Definition of Overtime

- (a) "*Overtime*" means work performed by an employee in excess of the hours outlined in Clause 14.2 Hours of Work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means employees will be paid a two times their regular hourly rate for all hours worked after 11 hours in a 24 hour period.

15.2 Authorization and Application of Overtime

An employee who is required to work overtime will be entitled to overtime compensation when the overtime worked is authorized in advance by the Manager.

15.3 Right to Refuse Overtime

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

15.4 Overtime for Part-Time Employees

A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regular workday, will be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee. Overtime rates will apply to hours worked in excess of the normal hours in the workday of a full-time employee.

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

15.5 Overtime Compensation

Overtime worked will be compensated at the following rates:

- (a) time and one-half for the first three and one-half hours of overtime on a regularly scheduled workday;
- (b) double-time in excess of (a);
- (c) time and one-half for all hours worked on a day of rest, but employees will not have the day off rescheduled;
- (d) at the employee's option, overtime will be compensated in cash, or a combination of both compensating time off and pay as below.

- (1) If an employee wishes to take a combination of pay and time off, he/she must advise the Employer, in writing, at the time he/she is required or requested to work overtime. Compensating time off will be taken at a time mutually agreed to by the employee and the Employer and must be taken within the calendar year. The overtime premium will be paid out on the employee's following paycheque, and the overtime will be banked at straight-time rates. (i.e. overtime earned

at time and one-half will have .5 hours paid out and one straight-time hour banked for every hour of overtime worked and overtime earned at double-time will be paid out for one hour at straight-time and have one straight-time hour banked for every hour of overtime worked).

The Employer will make a reasonable effort to allow time off when requested by the employee. If banked overtime is not taken within the calendar year, it may be paid out in January/February of the following year.

(2) If an employee does not advise the Employer that he/she wants to take compensating time off or a combination of cash and time off the overtime will be paid out in the following pay period.

(e) Vacation requests submitted by the cutoff date identified in Clause 17.5 Vacation Schedules will be given priority over requests for compensating time off.

15.6 Callback

Employees called back to work on their regular time off will receive a minimum of two hours overtime pay at the applicable rate.

15.7 Rest Interval

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

15.8 Shift Exchanges

In no event will any overtime be payable as a result of employees voluntarily exchanging shifts.

15.9 Overtime Meal Allowance

An employee who works two and one-half hours of overtime immediately before or following his/her scheduled hours will be provided with a meal at the Employer's expense. One-half hour without pay will be allowed the employee in order that he/she may take a meal break at or adjacent to his/her place of work. A 15 minute paid coffee break will be scheduled as close to the beginning of the overtime period as possible. This clause will not apply to part-time employees until the requirements have been met. In the case of an employee called out on overtime to work a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal workday.

15.10 Scheduling of Overtime

Overtime will not normally be scheduled in advance. Every effort to fill the shift at straight-time rates must be made in accordance with Clause 30.8 Casual Call In.

An employee must advise the Employer in writing of their desire to work available overtime. The Employer will maintain a list of employees, in order of seniority, who have submitted such notice. Upon request the list will be made available for an employee to review.

15.11 Sharing of Overtime

Overtime will be assigned as follows:

(a) If the overtime is caused by a short notice absence, the hours will be offered to the employees in the same classification who are already working a shift that abuts the overtime hours.

(b) If no one accepts the hours, the Employer will offer the hours to those employees who have advised that they wish to work such hours. The hours will be offered equitably in order of seniority. i.e. the most senior employee on the overtime call list will be offered the overtime first. If he/she accepts the hours he/she will not be offered additional overtime work until all other employees on the list have accepted an overtime assignment, unless all junior employees on the overtime list have declined the offered overtime.

(c) The Employer will maintain a log of all overtime worked. The log will show:

- the name of the employee called,
- the time and date of the overtime accepted, and
- the name of the person who made the call.

In the event of a dispute or question related to the assignment of overtime the Union will be given access to the log book.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

Regular employees will be entitled to a day off with pay (in accordance to the equivalent hours worked and paid holiday worked) for each of the following paid holidays:

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

Any other holiday proclaimed as a holiday by the federal government or the government of the Province of British Columbia will be a paid holiday as per Clause 1.2 Future Legislation.

16.2 Scheduling of Paid Holidays

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

The day off in lieu will be scheduled by mutual agreement and whenever possible will be taken within the calendar year it was earned.

Vacation requests submitted by the cutoff date identified in Clause 17.5 Vacation Schedules will be given priority over requests for lieu days.

If the day off in lieu is not scheduled within the calendar year it may be paid out in January/February of the following year.

16.3 Holiday Falling on a Scheduled Workday

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

16.4 Holiday Coinciding With a Day of Vacation

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

16.5 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts will have at least Christmas Day or the following New Year's Day off, based on seniority, staffing requirements and the holiday shifts worked the previous year. The Employer will post a request form for each department on or before September 15th. Employees will indicate their preference on the form by September 30th. Approval by the Employer will be posted by October 15th.

16.6 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the 60 working days preceding the designated holiday, in which case he/she will receive the higher rate.

ARTICLE 17 - ANNUAL VACATIONS**17.1 Entitlement**

Regular full-time employees will be credited for and granted vacations earned up to July 1st each year, on the following basis:

Period	Time Off	% Of Gross Annual Earnings Vacation Pay
less than two years	two weeks	4.2%
two years but less than four years	three weeks or four weeks*	6.2%
four years but less than 12 years	four weeks	8.2%
12 years but less than 14 years	four weeks plus one day	8.62%
14 years but less than 16 years	four weeks plus two days	9.04%
16 years but less than 18 years	four weeks plus three days	9.46%
18 years but less than 20 years	four weeks plus four days	9.88%
20 years or more	five weeks	10.2%

At the employee's option, the vacation time away from the facility for a regular part-time employee may be reduced to an amount not less than two weeks in duration.

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

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

17.2 Vacation Earnings for Partial Year

(a) Where employment is terminated, employees will be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and will not be taken as time in lieu of notice.

(b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.

- (c) An employee whose employment ceases before he/she has completed five working days of employment is not entitled to annual vacation pay.

17.3 Callback

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

17.4 Vacation Scheduling

Subject to operational requirements, scheduling of vacations will be in accordance with seniority as per Article 11 - Seniority within a department. Where an employee chooses to split their vacation, they will exercise seniority rights in the choice of the first vacation period in each vacation period in Clause 17.6 Vacation Pay (a)(1) and (2). Seniority will prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected in each vacation period in Clause 17.6 Vacation Pay (a)(1) and (2). Seniority will prevail in the choice of subsequent vacation periods in like manner.

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.

Subject to Clause 17.9 Vacation Carryover, except on termination of employment all earned vacation time will be taken, as time off.

Vacation requests submitted by the cutoff date identified in Clause 17.5 Vacation Schedules will be given priority over requests for the time off under Article 15 - Overtime, Clause 16.2 Scheduling of Paid Holidays, Clause 20.1 Special and Other Leave, and Clause 20.5 Unpaid Leave.

17.5 Vacation Schedules

- (a) Employees will submit their vacation requests to their supervisor on or before:
 - (1) November 1st of the previous year for the period of January 1st through June 30th; and
 - (2) March 1st for the period of July 1st through December 31st.
- (b) An employee who does not exercise his/her seniority rights by the cutoff dates stipulated above, will not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation requests for the vacation periods in (a)(1) and (2) above will be approved by the Employer, in writing, by December 1st for the period of January 1st through June 30th and April 1st for the period of July 1st through December 31st.
- (d) Requests for vacation made after the November 1st deadline will be approved by the Employer, in writing, within 10 days of the employee's submission for vacation request.
- (e) Approved vacation schedules will be posted in a manner that allows employees to review the schedule.

(f) Vacation schedules, once posted, may be changed with the mutual agreement of the Employer and employee. It is understood that such changes will not impact other employees' approved vacation. Revised vacation schedules will be posted as per (c) above. Only those staff assigned by the Employer to schedule employees' vacation may make changes to the posted schedule.

17.6 Vacation Pay

Upon receipt of 30 days' written notice, the Employer will pay to the employee, immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation pay earned, up to the amount of vacation time being taken.

17.7 Vacation Credits Upon Death

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

17.8 Reinstatement of Vacation Days

When an employee is qualified for compassionate leave, sick leave, or any other approved leave with pay during the employee's vacation period, there will be no deduction from the vacation credits for such leave. The vacation period so displaced will be taken at a mutually agreed time.

17.9 Vacation Carryover

An employee may carry over up to five days of vacation per vacation year for two consecutive years, up to a maximum of 10 days. Carried over vacation must be taken no later than the third consecutive vacation year. Carried over vacation will be paid at the rates it was earned at. If an employee fails to take his/her carried over vacation, plus their current vacation entitlement in the third consecutive year it may be paid out in the following calendar year.

An employee who intends to carry over vacation days must advise the Employer, in writing, by the cutoff date identified in Clause 17.5 Vacation Schedules.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Entitlement

(a) Regular employees who have completed the probationary period of 480 hours will accumulate sick leave in the following manner:

All full-time regular employees will be granted one and 1/3 days sick leave with pay for every two months in service. All part-time regular employees will accrue sick leave prorated to the full-time rate on a monthly basis. Employees will be allowed to carry over any unused sick time up to a maximum of eight sick days in any given year to a maximum of 20 sick days banked.

(b) Where specialist appointments cannot be scheduled outside the employee's working hours, sick leave with pay will be granted from the accumulated sick leave credits. The Employer may require an employee to substantiate a claim for sick leave payment.

(c) Employee's may use up to three days sick leave per year where they are needed to attend to a substantiated illness in the employees immediate family which for this article will mean: child, parent, or other direct dependant.

(d) Sick leave with pay is only available because of sickness/family leave. Employees may be required to substantiate the reason for any absence, including providing an acceptable physician's note.

(e) 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 may be subject to discipline.

(f) Sick leave credits accumulated may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.

18.2 Employee to Inform Employer

The employee will advise the Manager in charge as soon as possible of her/his inability to report to work because of illness or injury, the nature of the illness or injury, and the probable date of her/his return to work.

Employees who are absent from work because of sickness will contact their person in charge or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work. It is understood that a "*regular basis*" may be defined differently based on the anticipated length of the absence and the frequency of contact will be mutually agreed in writing between the employee and Employer.

Employees returning from a prolonged absence between 30 days and six consecutive months must give a minimum of seven calendar days' notice of return. Employees returning after having been absent for more than six months must give a minimum of 14 days' notice of return. Reorientation will be required by the Employer. The employee and Employer will agree on a return to work date but such date will not be more than 14 calendar days from the date the employee gave notice to return.

It is a guide that longer notice is required for absenteeism in excess of 30 consecutive calendar days.

Sick leave with pay is only payable because of sickness/family leave. Employees who are absent from duty because of frequent or excessive sickness may be required to prove sickness in future instances for a specified time frame upon notification from the Employer.

18.3 Expiration of Sick Leave Credits

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

Benefits will continue to apply for the first 20 work shifts following the expiration of the sick leave credits.

Employees who wish to continue coverage under Clauses 25.1 Health and Welfare and 25.2 Commencement of Coverage, may do so provided the employee pays the full cost of the premiums.

18.4 Probationary Period

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

18.5 Third Party Coverage

In the event than an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay will rank after the ICBC. Notwithstanding such liability, the

Employer will pay the employee such sick leave pay as would otherwise be payable under this agreement. The employee will not be obliged to take action against the ICBC, but the Employer will be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six months following the illness or injury, unless the employee first elects to take action on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer will be reimbursed any sick leave pay that it may have paid to the employee.

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

18.6 Sick Leave Credits

The number of accrued hours of sick leave in an employee's sick bank will be shown on each employee's paystub.

18.7 Workers' Compensation Board Coverage

Employees qualifying for Workers' Compensation Board coverage will continue to be employed and will not have their employment terminated during the compensable period.

ARTICLE 19 - WORKERS' COMPENSATION

19.1 Sick Leave/Workers' Compensation

Sick leave will be paid for one day or less not covered by the *Workers Compensation Act*.

19.2 Benefits While on Compensation

Employees who are absent from work and in receipt of Workers' Compensation Board wage loss replacement benefits will be considered as being on Unpaid Leave of Absence, except that seniority and benefits will be applied as follows:

- (a) seniority hours pursuant to Clause 11.1 Seniority Defined will continue to accrue;
- (b) accumulative benefits will continue to accrue;
- (c) the Health and Welfare provisions of Article 25 - Health and Welfare Plans will continue to apply.

Where the Workers' Compensation Board denies an employee's claim (and/or appeal, if applicable), the employee will reimburse the Employer for any health and welfare premiums paid by the Employer in accordance with Clause 20.5 - Health and Welfare Benefits While on Unpaid Leave of Absence.

19.3 Employee to Contact Employer

Employees who are absent from work due to a Workers' Compensation Board related injury will contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work. It is understood that a "*regular basis*" may be defined differently based on the anticipated length of the absence and the frequency of contact will be mutually agreed in writing between the employee and Employer.

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

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Special and Other Leave

- (a) *Attend formal hearing to become a Canadian citizen* - one day with pay.
- (b) *Paternity leave* - one day with pay.
- (c) *Parental leave* - a birth parent or an adopting parent is entitled to unpaid parental leave of up to 12 consecutive weeks. This leave may be extended by up to five weeks if the child requires an additional period of parental care.
- (d) *Family Responsibility leave* - an employee is entitled to up to five days of unpaid leave or a combination of Clause 18.1(c) Sick Leave Entitlement and an additional two days of unpaid leave per year to attend 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. (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).
- (e) *Marriage of the employee* - one day of unpaid leave.
- (f) *Attend funeral as a mourner or pallbearer* - one day of unpaid leave.

20.2 Bereavement Leave

- (a) If an employee is bereaved of a spouse, parent, grandparent, child, grandchild, brother, sister, father-in-law, mother-in-law, brother or sister-in-law, daughter or son-in-law, they will be granted a leave of absence of three working days with pay. An additional two days, with pay, will be granted when the employee must travel outside of the Lower Mainland/Fraser Valley area to attend the funeral.

When established ethno-cultural or religious practices provide for ceremonial occasions other than at the time of notification of death, the bereavement leave as provided above, may be taken at the time of the ceremonial occasion.

- (b) Bereavement pay will be paid only for days upon which the employee was scheduled to work.
- (c) If an employee is on vacation leave at the time of bereavement, the employee will be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (d) Every reasonable effort will be made to grant additional bereavement leave of absence without pay if required by the employee.

20.3 Compassionate Care Leave

An employee may apply for Compassionate Care Leave of Absence without pay of up to eight weeks for the purpose of providing for the care for a terminally ill family member. Such leave will be governed by the provisions of the *Employment Insurance Act* and *Employment Standards Act*. The employee will be required to provide appropriate documentation to support his/her request for such leave. Accrual of seniority and benefits will be in accordance with the general leave provisions per Clauses 20.5 Unpaid Leave and 20.6 Health and Welfare Benefits While on Unpaid Leave of Absence.

20.4 Unpaid Leave for 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 as per Clauses 20.5 Unpaid Leave and 20.6 Health and Welfare Benefits While on Unpaid Leave of Absence.

20.5 Unpaid Leave

- (a) An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing and will include the reason for the requested leave, addressed to their immediate supervisor. Reasonable notice of at least 14 days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission will not be unreasonably withheld.
- (b) Any employee who has been granted leave of absence and who over stays such leave by more than three working shifts, unless permission is obtained or a satisfactory explanation is provided, will be considered to have terminated employment without notice. 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.
- (c) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding 20 working shifts in any year, the employee will not accumulate benefits or seniority from the 21st day of the unpaid leave to the last day of the unpaid leave.

20.6 Health and Welfare Benefits While on Unpaid Leave of Absence

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of 20 work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of 20 work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

20.7 Education Leave

The Employer recognizes the desirability of providing a climate for employees to improve their education level, to enhance their opportunities for advancement, and to enhance their qualification.

- (a) An employee will be granted leave with pay to take courses at the request of the Employer. The Employer will bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) When an employee goes on approved Education Leave, upon completion of the leave he/she will return to his/her former position.
- (c) *In-service education* - all employees scheduled by the Employer to attend in-service education seminars will receive straight-time wages for all hours in attendance at the seminar for programs.
- (d) Regular full-time and part-time employees may request education leave to attend seminars, courses or classes to enhance their knowledge base and skills related to healthcare. The Employer may grant education leave of absence with pay, at straight-time rates, for each full day that an individual employee gives of their own time, not to exceed eight hours of employer contribution per calendar year.

20.8 Jury Duty and Leave for Court Appearances

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

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

ARTICLE 21 - MATERNITY AND ADOPTION LEAVE

21.1 Pregnancy Leave

- (a) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave beginning no earlier than 11 weeks before the expected birth date, and no later than 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 to up to six additional weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, is unable to return to work when her leave ends under (a) or (b).

21.2 Notice

- (a) The request for leave must be given in writing to the Employer at least four weeks before the day the employee proposes to begin leave and, if required by the Employer, be accompanied by a medical practitioners' certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Clause 21.1(c) Pregnancy Leave.
- (b) Should an employee decide to return to work within the 17 week period, may do so no earlier than six weeks after the actual birth date, unless the employee request a shorter period, and no later than 17 weeks after the actual birth date. A request for a shorter period must be in writing to the Employer at least one week before the date the employee proposes to return and the Employer may request a doctor's certificate stating the employee is able to resume work.

21.3 Parental and Adoption Leave

- (a) A birth mother or birth father is entitled up to 35 consecutive weeks of unpaid leave commencing immediately after the end of the leave as stated in Clause 21.2(a) Pregnancy Leave unless the Employer and employee agree otherwise.
- (b) For an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.
- (c) Request for leave under (a) or (b) will be given at least four weeks before the employee proposes to begin leave and, if required by the Employer, be accompanied by a medical practitioner's certificate.

21.4 Additional Parental Care

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Clause 21.4 Parental Leave.

21.5 Combined Entitlement

The combined entitlement of leave under maternity and parental is 52 weeks plus any additional leave the employee is entitled to under Clause 21.5 Additional Parental Care and 21.2(c) Pregnancy Leave.

21.6 Return to Work

Upon return to work, the employee will continue in her former position without loss of perquisites accumulated up to the date of commencement of the maternity leave of absence without pay and subject to the provisions of the leave.

21.7 Sick Leave Credits

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

(b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, will be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Safety Committee

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

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

The union representatives will be employees at the workplace.

22.2 Committee Responsibilities

The Safety and Health Committee will function in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers Compensation Act*. Minutes of all safety and health committee meetings will be kept and copies of such minutes will be sent to the Employer and the union designate.

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

22.3 Date of Injury

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury will receive payment for the remainder of their shift at his/her regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

22.4 Transportation

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

22.5 Right to Refuse Unsafe Conditions

No employee will be disciplined for refusal to work on a job which he/she believes is unsafe until a Workers' Compensation Board Inspector rules it safe.

22.6 Lieu Time to Attend Meetings

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

22.7 Investigation of Accidents

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

In the event of a fatality, the Employer will immediately notify the President of the Union or his/her designate and the Bargaining Committee Chairperson.

ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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

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

Any employee classified as a regular employee will be considered displaced by technological change when his/her services will no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which he/she is employed.

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

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

However, when necessary to reduce staff, it will be done in accordance with Article 13 - Layoff and Recall.

ARTICLE 24 - CONTRACTING OUT

The Employer agrees not to contract out bargaining unit work to any outside agency during the term of this collective agreement, which would result in laying off the employees within the bargaining unit.

ARTICLE 25 - HEALTH AND WELFARE PLANS

25.1 Health and Welfare Plans

Following notification that the probationary period has been successfully completed, the Employer agrees to provide the following:

- (a) *Medical Services Plan* - 100% of the premium cost of BC Medical Services Plan for eligible full-time and part-time employees and their dependants;

(b) *Drug Plan* - 100% of the premium cost of a 25 per single/25 per family deductible drug plan at 100% reimbursement for eligible full-time and part-time employees and their dependants;

(c) *Extended Health Care Plan* - 100% of the premium cost of an Extended Health Care package providing a variety of professional services coverage, medical appliance coverage, out of province emergency medical treatment with no cap, referrals out of Canada for treatment unavailable in Canada, and hearing aid coverage, for eligible full-time and part-time employees and their dependants.

The Employer will provide full-time employees and eligible part-time employees a \$250 amount upon proof of receipt towards a prescribed need for eyeglasses or a needed change to the employees' prescription every two years.

(d) *Dental Plan* - 100% of the premium cost of a 25 per single/50 per family deductible for a preventative dental plan at 80% reimbursement, 60% cost of major services and 50% of the cost of orthodontic services. Orthodontics services are subject to a \$1,000 maximum per person per lifetime. Reimbursement is for all eligible full-time and part-time employees and their dependants.

(e) Effective April 1, 2018 the annual combined single and family dental coverage maximum was increased to \$1500. The Employer shall, upon proof of expenditure, reimburse employees for any unpaid coverage over \$1000 to a maximum of \$1500. Employees shall have until April 1, 2020 to submit these claims.

(f) *Life Insurance Policy* - 100% of the premium cost of a life insurance policy of \$20,000 for eligible full-time and part-time employees.

25.2 Commencement of Coverage

(a) All employees entitled to coverage under the insurances outlined in Clause 25.1 Health and Welfare Plans will themselves be responsible for completing a requisition form requesting such coverage. Such requisition form will be made available by the administration.

(b) Coverage under the provisions of this article will apply to the indicated eligible employees in each subsection. A part-time employee is eligible if he/she works on average 22½ hours per week on a regularly scheduled basis and will commence the first day of the calendar month immediately following the completion of the employee's probationary period.

Part-time employees who take a temporary position of six months or more that is 22½ hours or more per week will be enrolled in the benefit plans listed below at the sole cost of the Employer following 31 days in the position. Benefits are MSP, Dental, Extended Health, Group Life and LTD. Coverage will cease when either the regular incumbent returns to the position or the part-time employee is no longer working in the posted position, providing the employee has completed the probationary period.

25.3 Employee and Family Assistance Program

(a) The Employer shall provide an Employee and Family Assistance Program (EAP) for all eligible full-time and part-time employees and their dependents.

(b) The Employer will provide all employees with the EAP brochure.

ARTICLE 26 - WORK CLOTHING AND RELATED SUPPLIES

(a) The Employer will supply suitable rubber gloves and aprons or other protective clothing to employees required by the Employer to wear same.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**27.1 Paydays**

- (a) Employees will be paid biweekly. Paydays will be every second Friday.
- (b) The distribution of paycheque stubs will be as per current practices.

27.2 Relieving in Higher Rates Positions

When an employee temporarily relieves (for one shift or more) in a higher paying position included in this agreement for which a flat rate of pay is established, he/she will receive the rate for the job. When an employee temporarily (for one shift or more) relieves in a higher paying position included in this agreement for which a salary range has been established, he/she will receive the rate in the salary range which is next higher to his/her present rate.

Where an employee within the bargaining unit is temporarily assigned by the Employer to a position which is excluded from the bargaining unit, the employee will receive 8% more than his/her current rate. Employees who are appointed to a temporary non-bargaining unit position will continue to accrue seniority in accordance with Clause 27.4 Employees Working in Excluded Positions. Vacation and sick leave will continue to accrue as per the collective agreement for the entire time in the temporary position. Any temporary non-bargaining unit positions that are filled by bargaining unit employees for more than one year will be reviewed by the Union and the Employer.

27.3 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her rate of pay will maintain his/her regular rate of pay.

27.4 Employees Working in Excluded Positions

- (a) An employee will not be entitled to work in an excluded position at the same time as he/she is working in a bargaining unit position.

- (b) *Temporary Excluded Positions*

An employee who accepts a temporary excluded position will retain the seniority they had accrued up to the commencement of the excluded assignment. Upon return to his/her regular position the employee will be credited with the seniority he/she would have accrued had he/she not accepted the excluded position. Such temporary excluded positions will not exceed 480 hours duration.

- (c) *Permanent Excluded Positions*

An employee who has accepted a permanent excluded position will retain the seniority he/she had accrued up to the commencement of the excluded for a maximum of 480 hours.

In the event the employee proves unsatisfactory in the excluded position during the 480 hours or if the employee is unable to perform the duties of the excluded position, or the employee wishes to return to his/her former position, he/she will be returned to his/her former position, and wage/salary rate. Upon return to his/her regular position the employee will be credited with the seniority he/she would have accrued had he/she not accepted the excluded position.

27.5 Mileage

An allowance of 52¢ per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

Parking will be paid by the Employer.

27.6 Staff Meals

The staff price for meals is \$4 effective March 20, 2017. Coffee and tea will be supplied free of charge.

27.7 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. Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations will be provided at no cost to the employee. The Committee may consult with the Medical Health Officer. Where the Medical Health Officer identifies such a risk, the immunization will also be provided at no cost. The Employer will provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to bodily 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.

ARTICLE 28 - NOTICE OF NEW AND CHANGED POSITIONS

28.1 Job Descriptions

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

28.2 New Classifications/Duties

(a) Notice of New Positions

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

(b) Notice of Changed Positions

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

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

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

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

ARTICLE 29 - GENERAL CONDITIONS**29.1 Registration/Licensure**

- (a) To practise as a Licensed Practical Nurse, an employee must be authorized to do so under the provisions of the *Health Professions Act* of BC. Such authorization must be in effect on or by January 1st of each calendar year.
- (b) A Licensed Practical Nurse is required to provide such authorization to practise by presentation of the licence, registration card or other proof acceptable to the Employer on or by January 1st of each calendar year.

29.2 Indemnity

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

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

29.3 Copies of Agreement

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

29.4 Volunteers and Bargaining Unit Work

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

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

29.5 Personal Property Damage

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

29.6 Joint Labour/Management Committee

- (a) The parties agree to establish a joint committee composed of a minimum of two employees appointed by the Union and a minimum of two representatives of the Employer.
- (b) The Joint Committee will meet at the call of either party at a mutually agreed time and place. Employees will not suffer any loss of basic pay for time spent attending meetings of the Committee.
- (c) An employer representative and a union representative will alternate in presiding over the meetings.
- (d) The Committee will not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee will not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.

- (e) The Committee will 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 joint committee meetings will be transcribed by the Employer and distributed to committee members.

ARTICLE 30 - CASUAL EMPLOYEES

30.1 Procedure for Calling Casual Employees for Work

Casual employees are covered by the following provisions of the collective agreement:

- (a) Article 1 - Purpose of Agreement
- (b) Article 2 - Recognition of the Union
- (c) Article 3 - Union Security
- (d) Article 4 - Check-off of Union Dues
- (e) Article 5 - Employer and Union Will Acquaint New Employees
- (f) Article 6 - Employer's Rights
- (g) Article 7 - Employer and Union Relations
- (h) Article 8 - Grievances
- (i) Article 9 - Arbitration
- (j) Article 10 - Dismissal, Suspension and Discipline
- (k) Article 11 - Seniority
- (l) Article 12 - Vacancy Posting
- (m) Article 14 - Hours of Work; except for Clause 14.3(d) Scheduling Provisions
- (n) Article 15 - Overtime, except for Clauses 15.5(c) Overtime Compensation, 15.6 Callback and 15.8 Shift Exchanges
- (o) Article 22 - Safety and Health
- (p) Article 24 - Contracting Out
- (q) Article 26 - Work Clothing and Related Supplies
- (r) Article 27 - Payment of Wages and Allowances; except Clauses 27.3 Pay on Temporary Assignment and 27.4 Mileage
- (s) Article 28 - Notice of New and Changed Positions
- (t) Article 30 - Casual Employees

- (u) Article 31 - General Conditions
- (v) Article 32 - Term of Agreement
- (w) Wage Schedule

30.2 Postings and Appointments - Casual Employees

- (a) Casual employees are considered to be internal applicants when applying for postings.
- (b) Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within two calendar months, that position will be posted and filled pursuant to the provisions of Article 12 - Vacancy Posting of the collective agreement.
- (c) Where a posted position is filled by a casual employee and that position will last more than six months, that casual employee will be enrolled in the benefit plans listed below at the sole cost of the Employer following 31 days in the position provided that the employee has completed the probationary period under Clause 12.3 Probationary Period:
 - Medical Plan;
 - Dental Plan and Extended Health Care Plan; and
 - Group Life Insurance.
- (d) Coverage under this section will cease when either the regular incumbent returns to the position, or the casual employee is no longer working in the posted position.

30.3 Probation for Casual Employees

- (a) Casual employees will serve a probationary period of 480 hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service in accordance with Clause 12.3 Probationary Period.
- (b) A casual employee who has not completed probation and who successfully bids into a regular position will be required to complete the probationary period and serve a concurrent qualifying period under Clause 12.4 Qualifying Period. The combined probationary and trial periods will be equal to 480 hours worked.
- (c) A casual employee who has completed probation will be required to serve qualifying period in accordance with Clause 12.4 Qualifying Period.

30.4 Casual Seniority

Casual employees will accumulate seniority on the basis of straight-time hours paid.

When a casual employee posts into a regular position, they will maintain their accumulated seniority.

When a regular employee transfers to casual status the employee will be entitled only to such benefits as are available to casual employees. Such employees will maintain all accumulated seniority and benefits.

30.5 Just Cause

Casual employees will not be dismissed except for just and proper cause.

30.6 Casual Employee Work Assignment

Casual employees will be employed only to relieve in positions, occupied by regular full-time and regular part-time employees, provided that a casual employee will not be used for a period in excess of two

calendar months in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:

- Vacation relief;
- Sick leave relief;
- Education relief;
- Maternity leave relief;
- Compassionate leave relief;
- Union business relief;
- Educational leave relief;
- In an emergency, where an extraordinary workload develops; and
- Such other leave relief as is provided by the collective agreement.

30.7 Wage Rates for Casual Employees

Casual employees will be paid in accordance with Appendix 1 Wage Schedule and the job category in which they are employed. Casual employees will move to the 480 hour increment when they have worked 480 hours; to the one year increment when they have 1820 hours and to the two year increment after 3640 hours worked.

30.8 Casual Call In

(a) Casual employees will be called to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee will be entitled to register for work in any job classification in a single department in respect of which such employee meets the requirements of the classification. Support Services employees may register in multiple classifications within the department provided they are qualified for each classification.

When a casual employee registers for work in a new classification they will serve a trial period of 480 hours worked in that position. During the trial period the Employer will provide the employee with the opportunity to correct or improve performance. If the employee proves to be unsatisfactory in, or is unable to perform the duties of the new classification, the Employer may remove them from the call-in list for that classification. Written notice of removal from a call-in list will be given to an employee in advance of the removal.

(b) Regular part-time employees may be registered for casual work under this clause. Part-time employees working shifts of less than full-time hours who have submitted availability will be considered to be available for shifts that are longer than their scheduled shift. If a regular part-time employee accepts the offer of an available shift their scheduled shift will be offered to casual employees in order of seniority. No other schedule changes will be permitted.

All time worked will be credited to the employee and will count towards all benefits except Healthy and welfare benefits.

(c) The Employer will maintain both a master casual call-in list for each department which will include all casual employees employed by the Employer and all part-time employees who have registered for casual hours, listed in descending order of their seniority; each employee's seniority; and the classifications each employee is qualified and registered to work in. The master casual call-in list will be kept in the staffing book and revised as necessary.

Casual employees hired after the master call-in list has been revised will be added to the list in the order that they were hired.

Upon request the Employer will send to the Union a copy of the master casual call-in list.

(d) Employees registered on the casual list will notify the Employer the first of the month, the days and times that they will be available to work during the following calendar month. (i.e. May 1st for June).

Where the employee fails to provide such notice, the Employer will not be obliged to call that employee.

A casual employee who does not submit availability for three consecutive months may be deemed to have terminated their employment and may be removed from the call-in list.

Should an employee's availability change during the month he/she must notify the Employer in writing within 24 hours.

(e) *Block Shifts*

Four or more consecutive shifts covering the absence of a single employee is considered to be a block shift. If a part-time employee accepts a block their regularly scheduled shifts during the block will be offered to casual employees in order of seniority. No other schedule changes will be permitted.

(f) *Refusals*

Employees will have the right to refuse two shifts per month for which they have indicated availability. If an employee refuses more than two shifts that they have indicated they are available for, in one month, they may not be called for the rest of the month.

If a casual employee does not answer a call a message will be left advising of the reason for the call. If the employee returns the call within four hours it will not be considered a refusal. If an employee returns a call from a message left and the shift remains unfilled, the shift will be offered to that employee.

Any such employees who refuse an assignment on five consecutive occasions in a one month period or periods during which they indicate they will be available to work may be terminated.

(g) *Call In Procedure*

Casual employees registered for casual work will be called to work as follows:

(1) Employees wishing to be offered casual work must provide up to two telephone numbers at which they can be reached.

The Employer will speak directly to regular employees registered for casual work who are working for the Employer at the time a call is being made to offer work.

(2) Employees registered for casual work will be called in descending order of seniority.

(3) *Advance Notice Shifts*

An advance notice shift is one that is known to be available at least one week in advance.

(i) The Employer will send an email to all employees who have submitted availability for the shift being offered. The email will include the details of the shift (day, night and number of hours). The Employer will wait for 24 hours and then assign the shift to the senior employee who has responded to the email.

Employees must respond to emailed offered of work within 24 hours of the email being sent to be considered for the assignment.

(4) *Short Notice Shifts*

- (i) A Short notice shift is one that is known to be available with less than one week's notice.
- (ii) If there is no answer and a voicemail picks up, the Employer will leave a message advising of the details of the available shift(s), the caller's name and the time of the call. The caller will wait five minute before calling the next person on the call-in list.
- (iii) If a casual employee does not answer a call and no voicemail picks up, the caller will move to the next person on the call-in list.

(5) *No Notice Shifts*

- (i) A no notice shift is one that the Employer becomes aware of with less than 24 hours' notice.
- (ii) If there is no answer and a voicemail picks up, the Employer will leave a message advising of the details of the available shift(s), the caller's name and the time of the call. The caller will immediately move to the next person on the call list.
- (iii) If a casual employee does not answer a call and no voicemail picks up, the caller will immediately move to the next person on the call-in list.

(6) *Log Book*

All calls to offer casual work will be recorded in a log book.

The log will show:

- the name of the employee called,
- the time and date the call was made,
- the details of the shift being offered,
- whether the employee accepts or declines the shift;
- if there was no answer and no voicemail;
- if a message was left; and
- the name of the person who made the call.

When a casual shift has been assigned the posted schedule will be revised to reflect the employees who are working.

In the event of a dispute, the Union will have reasonable access to the log book and will be entitled to make copies.

(7) A casual employee who accepts an assignment will be deemed to have the same obligation to fulfil the assignment as a regular employee.

(h) The Joint Labour/Management Committee may review this procedure and may expand the departments that allow employees to register for work in multiple classifications and/or across departments.

30.9 Vacation and Paid Holidays for Casual Employees

(a) Casual employees will receive 10.2% of their straight-time pay in lieu of scheduled vacations and statutory holidays.

30.10 Reduction in Workforce

In the event of a reduction in the workforce, casual employees may be removed from the casual list in the reverse order of seniority. Such employees will retain their seniority for one year, subject to which they will be reinstated to the casual list in the order of seniority when work becomes available.

In the event an employee is removed from the list in accordance with this clause, the Employer will provide at least two weeks' written notice to the affected employee(s).

ARTICLE 31 - TERM OF AGREEMENT**31.1 Duration**

This agreement will be binding and remain in effect until midnight June 30, 2019.

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 March 31, 2019 but in any event, no later than midnight on April 30, 2019.
- (b) Where no notice is given by either party prior to April 30, 2019, both parties will be deemed to have been given notice under this section on April 30, 2019.
- (c) All notices on behalf of the Union will be given by the s appointed by the President of the Union and similar notices on behalf of the Employer will be given by the Administrator.

31.3 Change in Agreement

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

31.4 Agreement to Continue in Force

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

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

31.5 Effective Date of Agreement

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

SIGNED ON BEHALF OF
THE UNION:


Stephanie Smith
President


SIGNED ON BEHALF OF
THE EMPLOYER:


Gord McNaughton
Administrator


Jodi Lo
Bargaining Committee


Christine Bayers
Bargaining Committee


Darlene Thomas
Bargaining Committee


Selena Kongpreecha
Staff Representative

Dated this 16 day of March, 2020.

**APPENDIX 1
Wage Schedule**

Job Category	Current	Retroactive to July 1, 2019 2% GWI	1 st Full Pay Period after July 1, 2020	1 st Full Pay Period after July 1, 2021
Care Aide	\$19.23	\$19.62	\$20.01	\$20.41
Recreation Aide	\$19.18	\$19.56	\$19.76	\$19.96
Housekeeping/ Laundry/ Dietary Aide	\$16.80 \$17.38 \$17.93 \$18.50	\$17.14 \$17.73 \$18.29 \$18.87	\$17.31 \$17.91 \$18.47 \$19.06	\$17.48 \$18.09 \$18.66 \$19.25
Cook	\$21.42	\$21.85	\$22.07	\$22.29
LPN	\$24.88	\$25.38	\$25.89	\$26.41

* Care Aides and LPN's receive wage increases of 2% effective July 1, 2019, July 1, 2020, and July 1, 2021. All other job categories receive wage increases of 2% effective July 1, 2019 and 1% effective July 1, 2020 and July 1, 2021.

**APPENDIX 2
Exclusions**

- Registered Nurses
- Director of Care
- Resident Care Manager
- Administrator
- Manager of Payroll, Benefits & Accounting
- Manager, Administrative Services
- Confidential Secretary/Receptionist
- Manager of Support Services
- Maintenance
- Recreation & Volunteer Manager
- Pastor

**APPENDIX 3
List of Arbitrators**

- Irene Holden
- Marguerite Jackson
- Chris Sullivan