

COLLECTIVE AGREEMENT

between the

LANGLEY LIONS SENIOR CITIZENS HOUSING SOCIETY

and the

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

Effective from September 1, 2017 to August 31, 2020

TABLE OF CONTENTS

DEFINITIONS	1
ARTICLE 1 - PREAMBLE	3
1.1 Purpose of Agreement	3
1.2 Application of this Agreement	3
1.3 Human Rights Code	3
1.4 No Other Agreement.....	3
1.5 Effective Date of Agreement.....	3
1.6 Duration of Agreement.....	3
1.7 Copies of Agreement.....	3
1.8 Terms Used in Agreement	3
1.9 Future Legislation Affecting Agreement.....	3
1.10 No Interruption of Work during Agreement	3
ARTICLE 2 - MANAGEMENT RECOGNITION AND RIGHTS	4
2.1 General Provisions.....	4
2.2 Specific Provisions	4
ARTICLE 3 - UNION RECOGNITION AND RIGHTS	4
3.1 Bargaining Agent Recognition.....	4
3.2 Bargaining Unit Composition	4
3.3 Recognition and Rights of Stewards	4
3.4 Time Off for Union Business	5
3.5 Right to Refuse to Cross Picket Lines.....	5
3.6 Union Insignia	5
3.7 Right to Have Steward Present	6
3.8 Union Bargaining Committee.....	6
3.9 No Discrimination for Union Activity	6
ARTICLE 4 - UNION SECURITY	6
4.1 Union Membership	6
4.2 Check-off of Union Dues and Assessments.....	6
ARTICLE 5 - EMPLOYER-UNION RELATIONS	7
5.1 Union and Employer Representation	7
5.2 Union Representatives.....	7
5.3 Employer and the Union will Acquaint New Employees	7
5.4 Correspondence	8
5.5 Bulletin Boards	8
5.6 Emergency Services.....	8
ARTICLE 6 - EMPLOYMENT POLICY	8
6.1 Vacancy Postings	8
6.2 Selection Criteria	9
6.3 Job Selection Disputes.....	9
6.4 The Employer and Union to Acquaint New Employees.....	9
6.5 Probationary Period	9
6.6 Performance Evaluation.....	9
6.7 Upgrading Qualifications.....	10
6.8 Employee Parking.....	10
6.9 Employment Related Legal Action.....	10

6.10	Special Employment.....	11
6.11	Uniforms or Special Clothing.....	11
6.12	Non-related Duties.....	11
ARTICLE 7 - SENIORITY		11
7.1	Seniority.....	11
7.2	Seniority List	11
7.3	Loss of Seniority.....	11
ARTICLE 8 - HOURS OF WORK AND WORK SCHEDULES		12
8.1	Annual Hours of Work.....	12
8.2	Work Schedules.....	12
8.3	Rest Periods.....	12
8.4	Meal Periods.....	13
8.5	Shift Differential	13
8.6	Notice of Shift Schedules	13
8.7	Time Sheet Records.....	13
8.8	Changes to Shift Pattern	13
8.9	No Guarantee of Number of Hours Worked	13
8.10	Exchange of Shifts	13
ARTICLE 9 - SALARIES AND ALLOWANCES		13
9.1	Salary Rates	13
9.2	Group Registered Retirement Savings Plan.....	13
9.3	Wage Payment	14
9.4	Wage Payment on Termination.....	14
9.5	Vehicle Allowance	14
9.6	Work at a Higher Wage Rate	14
9.7	Meal and Transportation Allowances.....	15
9.8	Cellular, Telephone and Pager Allowance for Caretakers	15
9.9	Private Vehicle Damage	15
9.10	Maternity Leave Allowance	15
9.11	Parental Leave Allowance	16
9.12	First Aid.....	17
9.13	Tool Allowance for Caretakers.....	17
ARTICLE 10 - OVERTIME.....		17
10.1	Authorization and Application of Overtime	17
10.2	Overtime Entitlement	17
10.3	Overtime Compensation.....	18
10.4	Right to Refuse Overtime.....	18
10.5	Recording of Overtime	18
10.6	No Layoff to Compensate for Overtime	18
10.7	Overtime for Part-Time Employees.....	18
10.8	Rest Interval after Overtime	18
10.9	Overtime for Callout.....	18
10.10	Overtime Meal Allowance	19
ARTICLE 11 - GENERAL HOLIDAYS		19
11.1	Paid Holidays	19
11.2	Holidays Falling on Saturday or Sunday.....	19
11.3	Holiday Falling on a Day of Rest.....	19

11.4	Holiday Falling on a Scheduled Workday	19
11.5	Holiday Coinciding with a Day of Vacation	19
11.6	Christmas or New Year's Day Off	20
11.7	Eligibility	20
ARTICLE 12 - ANNUAL VACATIONS		20
12.1	Vacation	20
12.2	Vacation Scheduling	21
12.3	Vacation Carryover	22
12.4	Salary Payment	22
12.5	Leave during Vacation	22
12.6	Callback from Vacation	22
ARTICLE 13 - LEAVES OF ABSENCE		22
13.1	Special Leaves	22
13.2	Leave for Medical and Dental Care	23
13.3	Bereavement Leave	23
13.4	Leave for Court Appearances	23
13.5	Educational and Training Leaves	24
13.6	Leave for Writing Examinations	24
13.7	Full-Time Union or Public Duty Leave	24
13.8	General Leave	24
13.9	Elections	25
13.10	Compassionate Care Leave	25
ARTICLE 14 - HEALTH AND WELFARE BENEFITS		25
14.1	Commencement of Coverage	25
14.2	Basic Medical Insurance	25
14.3	Extended Health Care Plan	25
14.4	Dental Plan	25
14.5	Group Life Insurance	26
14.6	Long-Term Disability Plan	26
14.7	Medical Examination	26
14.8	Health and Welfare Plan Documents	26
14.9	Report Inability to Work	26
14.10	Change of Carrier	27
14.11	Legislative Changes	27
ARTICLE 15 - SICK PLAN		27
15.1	Sick Days	27
ARTICLE 16 - LAYOFF AND RECALL		27
16.1	Layoff and Recall Procedure	27
ARTICLE 17 - SUSPENSION AND DISMISSAL		28
17.1	Suspension	28
17.2	Dismissal	28
17.3	Dismissal for Abandonment of Position	28
17.4	Burden of Proof	28
ARTICLE 18 - RESOLUTION OF GRIEVANCES		28
18.1	Grievance Procedure	28
18.2	Step 1	29

18.3	Time Limits to Present Initial Grievance	29
18.4	Step 2	29
18.5	Time Limit to Reply at Step 2	29
18.6	Step 3	29
18.7	Time Limit to Reply at Step 3	29
18.8	Time Limit to Submit to Arbitration.....	30
18.9	Administrative Provisions	30
18.10	Management Grievance.....	30
18.11	Time Limits.....	30
18.12	Deviation from Grievance Procedure	30
18.13	Policy Grievances.....	30
18.14	Dismissal or Suspension	31
18.15	Investigator	31
18.16	Personnel File Access	31
ARTICLE 19 - ARBITRATION		31
19.1	Notification	31
19.2	Section 87 Procedure	31
19.3	Appointment of a Single Arbitrator	32
19.4	Assignment of a Single Arbitrator.....	32
19.3	Decision of the Arbitrator	32
19.4	Disagreement on Decision	32
19.5	Expenses of Arbitration Board	32
19.6	Amending Time Limits.....	32
19.7	Expedited Arbitration	32
ARTICLE 20 - OCCUPATIONAL HEALTH AND ACCIDENT PREVENTION		33
20.1	Statutory Compliance.....	33
20.2	Safety Committees	33
20.3	Unsafe Working Conditions	33
20.4	Injury Pay Provision	33
20.5	Transportation of Accident Victims	33
20.6	Investigation of Accidents	33
20.7	Deputy Fire Safety Director.....	33
20.8	Resident Caretaker Special Training	33
ARTICLE 21 - CONTRACTING OUT		33
ARTICLE 22 - GENERAL PROVISIONS		34
22.1	Municipal and School Board Offices.....	34
22.2	Federal and Provincial Offices.....	34
22.3	Harassment.....	34
22.4	Personal and Psychological Harassment Definition	35
22.5	Sexual Harassment	35
22.6	Donor Leave.....	35
22.7	Labour Management Committee	36
22.8	Use of Compounds	36
ARTICLE 23 - EXPIRATION OF AGREEMENT.....		36
23.1	Notice to Bargain.....	36
23.2	Commencement of Bargaining	36
23.3	Agreement to Continue in Force	36

23.4 Change in Agreement.....	37
APPENDIX A - Re: Wages	38
APPENDIX B - Re: Casual Employees	38
APPENDIX C - Re: Casual Employees Call-in	39
APPENDIX D - Re: List of Arbitrators.....	41
LETTER OF UNDERSTANDING #1 - Re: Four Day Workweek for Office Personnel	41
LETTER OF UNDERSTANDING #2 - Re: Group Registered Retirement Savings Plan	41

DEFINITIONS

For the purpose of this agreement:

1. "Assembly point" means the location where an employee is scheduled to report to work.
 2. "Bargaining unit" is the unit for collective bargaining for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on October 6, 1999.
 3. "Basic pay" means the rate of pay negotiated by the parties to this agreement for each classification.
 4. "BCGEU" means the B.C. Government and Service Employees' Union.
 5. "LLSCHS" means Langley Lions Senior Citizens Housing Society, the Employer.
 6. "Child" means a person under the age of majority, for the purposes of Clause 14.4 and Article 15, and shall be deemed to include a ward of the superintendent of child welfare, or a child of a spouse.
 7. "Employer" means the Langley Lions Senior Citizens Housing Society.
 8. "Continuous employment" or "continuous service" means uninterrupted employment with the Employer subject to the provisions of Clause 8.1.
 9. "Day of rest" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include days that the employee is on leave of absence.
 10. "Days" means calendar days unless specified otherwise.
 11. "Demotion" means a change from an employee's position to one with a lower maximum salary.
 12. "Double-time" (2x) means twice the straight-time rate.
 13. "Double-time and one-half" (2½x) means two and one-half times (2½x) the straight-time rate.
 14. "Emergency nature" means fire, flood, loss of heat, danger to health, life or property.
 15. "Employee" means a member of the bargaining unit and includes:
 - (a) "Regular full-time employee" means an employee employed for work which is of a continuous full-time nature.
 - (b) "Regular part-time employee" means an employee employed for work which is of a continuous part-time nature or on a continuous call-in basis.
 - (c) "Short-term employee" means an employee hired to cover emergencies, to cover absences of regular full-time and regular part-time employees, or an employee hired for an assignment to last a specified period of time not to extend past three (3) months from the date of hire unless approval is given by the parties.
- "Employee" does not include incumbents of managerial or confidential positions mutually excluded by the parties to this agreement, or by the *Labour Code* of British Columbia.
16. "Field" means all places of work other than the work centre.
 17. "Geographic region" is defined as Langley City.

18. "*Holiday*" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement.
19. "*Hours of operation*" are the hours established by the Employer to carry out its functions.
20. "*Layoff*" is a cessation of employment as a result of a reduction of the amount of work required to be done by the Employer. Employees will be recalled in accordance with Article 17.
21. "*Leave of absence with pay*" means to be absent from duty with permission and with pay.
22. "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
23. "*Lieu day*" means a day in place of another day with the same number of regular time hours.
24. "*Local*" means the bargaining unit.
25. "*Overtime*" means work performed by an employee in excess or outside of his/her regularly scheduled hours of work.
26. "*Probation*" means that period of time to determine an employee's suitability to the job, as specified in Clause 6.5.
27. "*Promotion*" means a change from an employee's position to one with a higher maximum salary level.
28. "*Red-circling*" means the freezing of an employee's salary (no reduction or increase).
29. "*Relocation*" means the movement of an employee's residence as necessitated by a transfer or a promotion.
30. "*Resignation*" means a voluntary notice by the employee that he/she is terminating his/her service on a specified date.
31. "*Rest period*" is a paid interval, which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
32. "*Seniority*" means the length of continuous service as a regular employee of the Employer.
33. "*Shift*" means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period.
34. "*Straight-time rate*" means the hourly rate of remuneration.
35. "*Technological change*" means the introduction of equipment of a different nature and kind than that which was previously used by the Employer in its work or business, which necessitates a change in the employment status of one (1) or more employees.
36. "*Termination*" is the separation of an employee from the Employer for cause.
37. "*Transfer*" refers to the movement of an employee from one position to another, which does not constitute a demotion or promotion.
38. "*Travel status*" with respect to an employee, means travel outside a circle with a radius of sixty-four (64) kilometres from his/her normal assembly point on employer business with the Employer's approval. Travel status does not apply to employees temporarily assigned to a position outside the sixty-four (64) kilometre range.
39. "*Union*" means the B.C. Government and Service Employees' Union.

40. "Workday" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

1.2 Application of this Agreement

This agreement applies to the employees in the bargaining unit as defined in the certification issued by the Labour Relations Board, dated October 6, 1999.

1.3 Human Rights Code

(a) The Parties hereto subscribe to the principles and protections provided for in the *Human Rights Code* of British Columbia.

1.4 No Other Agreement

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

1.5 Effective Date of Agreement

The provisions of this collective agreement, except where otherwise stated, shall come into full force and effect upon signing of this agreement.

1.6 Duration of Agreement

This agreement shall be binding and remain in effect to midnight, August 31, 2020.

1.7 Copies of Agreement

The Union and Employer want employees in the bargaining unit to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason the Union shall print sufficient copies of the agreement for distribution to employees.

1.8 Terms Used in Agreement

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

1.9 Future Legislation Affecting Agreement

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

1.10 No Interruption of Work during Agreement

The Union agrees that there shall be no strike, walkout or other interruption of work by any employee during the period of this collective agreement. The Employer also agrees that there shall be no lockout during the period of this collective agreement.

ARTICLE 2 - MANAGEMENT RECOGNITION AND RIGHTS

2.1 General Provisions

Subject to the provisions of this agreement, all rights, powers and authority are retained solely and exclusively by the Employer, and remain without limitation within the rights of management.

2.2 Specific Provisions

Subject to the provisions of this agreement, for greater certainty, but without limiting the generality of the foregoing, the Employer reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire employees from any source; to direct and schedule its workforce; to promote, demote, transfer and lay off employees; to discipline and dismiss employees for just cause, determine job content and conduct performance evaluations; assign work; determine qualifications, ability and merit of employees; establish methods, process and means of performing work; to require employees to work overtime; make, establish, publish and enforce reasonable rules and regulations governing the conduct of employees, for the promotion of safety, efficiency and discipline and for the protection of the employees and the Employer's facilities, property, equipment and operations; to determine the number of employees to be employed and the duties to be performed; to purchase supplies, equipment, materials and services from any source; to establish, expand, reduce, alter, consolidate or abolish any position, job classification or department; to create new management and confidential capacity positions which shall be excluded from the bargaining unit; to discontinue, reorganize or combine departments or any branch or unit of operations, with any consequent reduction or other changes in the workforce.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit as described in Clause 1.2 of this agreement. The bargaining unit shall comprise of all LPN's, Care Aids, Cooks, Multi Service Workers, Cleaners and Resident Caretakers as per Appendix A, except those excluded by the Code.

3.2 Bargaining Unit Composition

In the event the Employer establishes a new position covered by this collective agreement, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within twenty-one (21) days of notification.

3.3 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select two (2) stewards and one (1) alternate.
- (b) The Union agrees to provide the Employer with the name of the stewards.
- (c) The steward shall obtain the permission of her immediate supervisor before leaving her work to perform her duties as a steward. Leave for this purpose shall be without loss of regular straight-time pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.

- (d) The duties of stewards shall be defined as:
- (1) Investigation of complaints;
 - (2) Investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
 - (3) 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;
 - (4) Carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
 - (5) Attending meetings called by management;
 - (6) Other responsibilities as needed.

3.4 Time Off for Union Business

- (a) *Without pay* - leave of absence without pay and without loss of seniority will be granted:
- (1) for an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) to employees called by the Union to appear as witnesses before an arbitration board or the body designated by the relevant labour legislation.
- (b) *Without pay* - Unpaid leave of absence without loss of seniority will be granted to for up to two employees who are representatives of the Union to carry on negotiations with the Employer.
- (c) To facilitate the administration of Section (a) when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for wages and benefits including travel time, incurred. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence.

3.5 Right to Refuse to Cross Picket Lines

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

3.6 Union Insignia

- (a) A union member shall have the right to wear or display on his/her person the recognized insignia of the Union.
- (b) The Union agrees to furnish the Employer with one (1) union shop card for the administration office. This card will be displayed prominently on the premises and will remain the property of the Union to be surrendered upon demand.

(c) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

3.7 Right to Have Steward Present

(a) An employee shall have the right to have his/her steward present at any meeting with supervisory personnel, which is the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. Management has the right to have a board member present.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any meeting with supervisory personnel which is the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

3.8 Union Bargaining Committee

(a) Leaves of absence without loss of pay will be provided to all members of the union bargaining committee to attend negotiation sessions, including union caucus meetings.

3.9 No Discrimination for Union Activity

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

ARTICLE 4 - UNION SECURITY

4.1 Union Membership

(a) All employees in the bargaining unit who on October 6, 1999 were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.

(b) All new employees shall make application to join the Union within the first fifteen (15) days of employment, and shall retain their membership in the Union as a condition of employment.

4.2 Check-off of Union Dues and Assessments

(a) The Employer shall, upon written authorization, as a condition of employment, deduct from the monthly 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.

(b) The Employer shall, upon written authorization, deduct from any employee who is a member of the Union any assessments levied in accordance with the union constitution and/or bylaws and owing by the employee to the Union.

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

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amount deducted from each employee. The Employer shall make available to the Union with each dues remittance the following information: Social Insurance Number, surname, first name, address, birth date, gross pay and month-to-date dues, Job/Position title, Service Start date, status i.e. regular, part-time or casual, member contact number.

(e) 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 monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

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

(g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

(h) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the *Record of Employment (ROE) Code* used in Block 16 of the ROE form for each of those employees.

ARTICLE 5 - EMPLOYER-UNION RELATIONS

5.1 Union and Employer Representation

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

5.2 Union Representatives

(a) The Employer agrees that access to its premises will be granted to a union staff representative when meeting with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance, provided such visits are approved twenty-four (24) hours in advance by the Employer.

(b) The union staff representative shall notify management in advance of his/her intention and purpose for entering and shall not interfere with the operation of the branch, department or section concerned.

(c) In order to facilitate the orderly and confidential investigation of grievances, the Employer will provide to union representatives or stewards temporary use of an office or similar facility, where available.

5.3 Employer and the Union will Acquaint New Employees

(a) 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. The Employer agrees to provide the name, worksite phone number, email address, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce her to her steward.

(b) The employer will notify the steward of new employees and of their primary work location within ten (10) days of the start date of the new employee. A Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

5.4 Correspondence

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

5.5 Bulletin Boards

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

5.6 Emergency Services

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

ARTICLE 6 - EMPLOYMENT POLICY

6.1 Vacancy Postings

Where the Employer decides to fill a bargaining unit vacancy, it will be posted in accordance with this article unless otherwise specifically agreed to by the Union:

(a) Vacancies for regular full-time or regular part-time positions within the bargaining unit shall be posted for five (5) calendar days prior to the closing date. Such postings shall be placed on the union bulletin board, and a copy sent to the Union.

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

(c) The Employer shall fill posted regular positions within sixty (60) days following the selection of a candidate.

(d) For resident caretaker vacancies, the actual location shall be specified. The successful applicant for the job posting shall not be eligible to apply for another job posting for a period of six (6) months from the date of acceptance. Applications received from seniority rated applicants for jobs posted shall have preference over other applicants, providing competency and qualifications are reasonably equal.

6.2 Selection Criteria

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

6.3 Job Selection Disputes

- (a) An unsuccessful employee applicant may request an explanation from the manager by telephone of the reasons why he/she was unsuccessful, and receive an oral explanation.
- (b) If a candidate wishes the reasons in writing, he/she must request them in writing within five (5) working days of the date he/she received notification of the decision.
- (c) The manager will reply to the employee within five (5) working days from receipt of the request.
- (d) Where an employee feels he/she has been aggrieved by the job selection decision of the Employer, the employee may file a grievance in accordance with the grievance procedure as set out in Article 19 of this agreement; such a grievance shall be initiated in writing at the third step of the grievance procedure within seven working days after the date of mailing of the manager's reply.

6.4 The Employer and Union to Acquaint New Employees

A new employee shall be advised of the name and location of the union steward(s). The Employer will provide an opportunity for a new probationary employee and the union steward to meet within regular working hours for a period not to exceed fifteen (15) minutes, without loss of pay.

6.5 Probationary Period

- (a) It is understood that all new employees will be subject to a probationary period of up to six (6) months 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 she has been appointed.
- (b) When a vacancy is filled by an existing regular employee, the employee will be subject to a trial period of up to three (3) months worked. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to her former position, she shall be returned to her former position and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of position shall be returned to her former position and wage or salary rate, without loss of seniority.
- (c) The parties may by mutual agreement extend an employee's probationary period or trial period.

6.6 Performance Evaluation

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the form for an employee to sign. The form shall provide for the employee's signature in two places: one indicating that the employee has read and accepts the appraisal and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation form unless the signature indicates disagreement with

the appraisal. An employee shall, upon request, receive a copy of this evaluation form. An evaluation form shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this agreement.

6.7 Upgrading Qualifications

(a) The Employer may require an employee to upgrade his/her skills or qualifications. In such a situation the cost of training and normal living and travel expenses, as laid down in this agreement, will be borne by the Employer.

(b) In order to encourage job-related self-improvement, the Employer may contribute to the cost of educational or training courses at recognized institutions. The degree of financial participation will depend on the value or appropriateness of the proposed course to the employee's present job or to his/her future growth. In cases where the proposed course is related to his/her ability to perform his/her present job, the Employer may subsidize up to one hundred percent (100%) of the costs. If the course relates to the employee's future growth and/or promotional prospects within the Employer, up to fifty percent (50%) of the costs may be subsidized to a maximum of one hundred dollars (\$100) per employee per fiscal year.

Any regular employee, who has completed his/her probationary period, may apply in writing for educational assistance covering enrolment, tuition, examination fees and books, plus travel and living costs where appropriate. Applications for assistance should be submitted before registering for the course. Normally, reimbursement will be made on evidence of satisfactory completion of the course, although in special cases of financial need, the Employer may consider earlier reimbursement.

If an employee voluntarily terminates employment within eighteen (18) months of receiving educational assistance, he/she will be required to repay the amount of the assistance.

6.8 Employee Parking

During the time of this agreement, the Employer will provide parking within a reasonable distance of their work centre for employees required to use a vehicle as a condition of employment.

6.9 Employment Related Legal Action

(a) In the case of civil action, the Employer will support an employee where there has not been flagrant or wilful negligence and pay for any judgement against an employee arising out of the performance of his/her duties. Further, the Employer agrees to pay the legal costs incurred in the proceedings including those of the employee. Where there has been flagrant or wilful negligence on the part of the employee, the Employer may seek indemnity against the employee.

(b) *Criminal Actions* - Where an employee is charged with an offence occurring during the performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

(c) The Employer will provide legal services in the defence of any legal proceedings involving the employee so long as no conflict of interest arises between the Employer and the employee.

(d) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him.

6.10 Special Employment

The Employer upon written application shall endeavour to provide special employment to employees who, through advancing years, temporary disablement, industrial injury or illness, become unable to perform their regular duties. The employment will take into consideration operational requirements, employee skill levels and health. Such employment will be established only if there is an operational need within the Employer.

Any issues arising from the application of this article may be discussed by the parties at the Labour Management Committee.

Employees may not subcontract his/her duties to others without the prior approval of management.

6.11 Uniforms or Special Clothing

Rainwear shall be made available to caretakers.

The Employer shall provide all regular employees with three (3) shirts and one (1) hoodie.

It is the responsibility of employees to care for the clothing. The Employer shall provide employees with new shirts each calendar year and such clothing will be replaced when worn out.

The employee will be charged the cost of misplaced or lost clothing on a pro rata basis.

6.12 Non-Related Duties

Employees shall not be required by the Employer to perform duties, which are not job related to the Employer's business.

No employee shall perform work requested by a tenant that is not job related to the Employer's business without prior approval of the Employer.

ARTICLE 7 - SENIORITY

7.1 Seniority

Upon completion of the probationary period an employee shall have the following seniority:

- (a) Full-time employees shall have seniority by date of his/her hire.
- (b) Part-time employees shall have seniority by date of his/her hire.

Should a part-time employee be appointed to a full-time position and upon successful completion of the probationary period, then hours shall be converted into days and then start date shall be backdated from the full-time date of hire.

7.2 Seniority List

An up-to-date seniority list shall be posted in January and July of every year and a copy of the list will be forwarded to the union designated staff representative.

7.3 Loss of Seniority

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

- (a) he/she is discharged for just cause;

- (b) he/she voluntarily terminates his/her employment;
- (c) he/she is on layoff for more than twelve (12) months;
- (d) he/she abandons his/her position;
- (e) he/she is on layoff and fails to report for work within three calendar days after being notified of recall by registered mail or courier from the Employer;
- (f) he/she has been absent from work due to sickness, illness, Insurance Corporation of British Columbia or Workers' Compensation Board claim for a period of more than twenty-four (24) months;
- (g) he/she is on layoff and fails to report when recalled for work on an ongoing nature within seven (7) calendar days after being notified or recalled by registered mail from the Employer.

ARTICLE 8 - HOURS OF WORK AND WORK SCHEDULES

8.1 Annual Hours of Work

(a) *Office*

The hours of work will be Monday to Friday with a minimum of twenty-eight (28) hours per week and up to, but not exceeding, forty (40) hours per week and seven (7) to eight (8) hours per day.

Employees may be scheduled to work between 7:00 a.m. and 5:00 p.m. on a daily basis, except as mutually agreed between the Employer and the employee.

(b) *Resident Caretakers*

For resident caretakers the standard workweek shall consist of five (5) shifts of eight (8) hours during the normal workday and are deemed on call at times other than the normal workday. The resident caretaker shall have two (2) consecutive days off in the workweek. The two (2) consecutive days off shall commence at the end of the shift.

(c) *Assisted Living*

The standard workweek shall be either a five (5) day or four (4) day rotation from seven (7) to twelve (12) hours with two (2) consecutive days off.

8.2 Work Schedules

The Employer shall arrange all shift schedules and post them at least fourteen (14) days in advance of the effective date. In emergency situations beyond the Employer's control, the Employer may give less than two (2) days' notice for a schedule change. Employees who are unable to report to their scheduled shift due to illness or an emergency must advise the Employer at the earliest possible time.

8.3 Rest Periods

All employees shall have two fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half times (3½x) hours but not more than six (6) hours shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

8.4 Meal Periods

- (a) Meal periods shall be scheduled as close as possible to the middle of the workday or shift.
- (b) Employees who are required to eat their meals at their place of work, and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their workday.
- (c) Meal breaks and rest periods will be scheduled with the efficiency of operations in mind.

8.5 Shift Differential

Employees working the afternoon shift (3 p.m. to 11 p.m.) shall be paid a shift differential of seventy-five cents (75¢) per hour for the entire shift worked. Employees working the night shift (11:30 p.m. to 7:30 a.m.) shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour for the entire shift worked.

8.6 Notice of Shift Schedules

The Employer shall post on the Employer's premises, at each location, a schedule stating each employee's name, starting and quitting times, workdays and days off. This schedule shall not be changed by the Employer without two (2) working days previous notice being given to the employee affected.

8.7 Time Sheet Records

All employees may be required to submit a signed time sheet for time worked and premiums claimed. Employees who, by permission of the Employer, are permitted to "trade" working days shall record and claim the actual days worked and not the days scheduled for work.

8.8 Changes to Shift Pattern

Where the Employer desires to change any present shift pattern, or enlarge the workday by utilizing shifts, the parties shall discuss the merits and implementation procedures prior to the proposed effective date of such change.

8.9 No Guarantee of Number of Hours Worked

The foregoing provisions of this article shall not be construed as guaranteeing to any employee any number of hours of work per day or week, except an employee who reports to work as scheduled and/or instructed, shall be paid four (4) hours wages at his regular hourly rate, if there is no work available.

8.10 Exchange of Shifts

Employees may exchange shifts with prior written authorization no less than forty-eight (48) hours prior to the shift exchange. This provision is not to be used for ongoing exchanges between employees.

ARTICLE 9 - SALARIES AND ALLOWANCES

9.1 Salary Rates

Salary rates are applicable as per Appendix A - Wages.

9.2 Group Registered Retirement Savings Plan

The Employer is the sponsor of a Group Registered Retirement Savings Plans (GRRSP or the Plan). The carrier for the GRRSP is Sun Life Financial.

All regular employees upon successful completion of their six (6) months probationary period shall be enrolled in the plan.

Contributions:

(a) *Member Contributions*

Employee contribution to the Plan through payroll deductions will be three percent (3%) of regular earnings.

Employees may make additional voluntary contributions on their behalf or their spouses' behalf.

(b) *Employer Contributions*

The Employer will be required to match contributions made by each member in accordance with (a) above.

All contributions are held in an account registered to the individual employee. Contributions and interest earnings will be allocated to the account of each individual member.

If an employee terminates employment with the Employer, they can elect from options identified in the Plan.

Employer will ensure all new hires are informed of the option to enrol in the GRRSP Plan.

9.3 Wage Payment

(a) The wages of all employees shall be paid every other Friday. A detailed statement showing the hours worked, the rate of pay, and an itemized list of deductions shall be given each employee at least every other payday. When the regular payday falls on a general or proclaimed holiday, the employee shall be paid wages up to and including the previous Saturday on the day immediately preceding such general or proclaimed holiday.

(b) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory.

9.4 Wage Payment on Termination

(a) Any employee who terminates his/her own employment shall receive all wages, vacation pay and all monies due from the Employer in full and be given a record of employment within six (6) calendar days.

(b) In the event of the Employer terminating an employee's employment, such employee shall receive wages, vacation pay and all monies due from the Employer and record of employment upon termination.

9.5 Vehicle Allowance

Employees required to use their private vehicles on employer business shall be paid fifty-two cents (52¢) per kilometre. Payment of vehicle allowance will be on or around the fifteenth (15th) of the month following the occurrence.

9.6 Work at a Higher Wage Rate

An employee who performs work that calls for a higher wage rate shall be paid the higher rate for those hours worked.

An employee who performs office relief will get paid the office assistant rate for all hours worked in the office.

9.7 Meal and Transportation Allowances

Employees on travel status away from their geographic work centre shall be entitled to a meal allowance as follows:

Breakfast	\$13.00
Lunch	\$16.00
Dinner	\$26.50

Meal claims and transportation expenses shall be reimbursed to the employees as soon as possible. Claims will be made on a form acceptable to the Employer.

"Travel Status" means travel outside a circle with a radius of thirty-two (32) kilometres from his/her normal assembly point on employer business with the Employer's approval.

9.8 Cellular, Telephone and Pager Allowance for Caretakers

- (a) Cellular telephone and pager service shall be reimbursed monthly to caretakers in the amount of thirty-five dollars (\$35) per month. The basic phone line in the caretaker's unit will be paid by the Employer.
- (b) Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five (5) minute telephone call home, to or within British Columbia for each night away.

9.9 Private Vehicle Damage

Where an employee's vehicle is maliciously damaged as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to three hundred (\$300) dollars, provided the employee can provide the Employer with copies of a valid Police Report, and an Insurance Corporation of BC Claim Statement.

9.10 Maternity Leave Allowance

- (a) A pregnant employee who requests leave under this article is entitled to up to seventeen (17) weeks of unpaid leave:
 - (1) *Beginning*
 - (i) no earlier than eleven (11) weeks before the expected birth date, and
 - (ii) no later than the actual birth date.
 - (2) *Ending*
 - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than seventeen (17) weeks after the actual birth date.
- (b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.

- (c) An employee is entitled up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Subsection (a) or (b).
- (d) A request for leave must:
- (1) be given in writing to the Employer;
 - (2) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - (3) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Subsection (c).
- (e) A request for a shorter period under Subsection (a)(2)(i) must:
- (1) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work, and
 - (2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- (f) *Benefit Plan*
- (1) If an employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of seventeen (17) weeks and for an employee on parental leave, a maximum of thirty-seven (37) weeks.
 - (2) If an employee fails to return to work, the Employer will recover monies paid under this section.

9.11 Parental Leave Allowance

- (a) An employee who requests parental leave under this article is entitled to:
- (1) for a birth mother who takes leave under Article 9.10 in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 9.10 unless the Employer and the employee agree otherwise;
 - (2) for a birth mother who does not take leave under Article 9.10 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;
 - (3) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event; and
 - (4) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Subsection (a).

- (c) A request for leave must:
- (1) be given in writing to the Employer;
 - (2) if the request is for leave under Subsection (a)(1) or (a)(2), be given to the Employer at least four (4) weeks before the employee proposes to begin leave; and
 - (3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) An employee's combined entitlement to leave under Article 9.10 and 9.11 is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 9.10(b) or 9.10(c).
- (e) *Benefit Plan*
- (1) If an employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of seventeen (17) weeks and for an employee on parental leave, a maximum of thirty-seven (37) weeks.
 - (2) If an employee fails to return to work, the Employer will recover monies paid under this section.

9.12 First Aid

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Level 1 Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) The person(s) designated as first aid attendant(s) shall receive a pay differential of forty dollars (\$40) per biweekly period.

9.13 Tool Allowance for Caretakers

All regular and part-time caretakers who have accumulated one thousand nine hundred fifty (1950) hours seniority will be eligible to receive a one hundred dollars (\$100) tool allowance per calendar year upon production of receipts.

ARTICLE 10 - OVERTIME

10.1 Authorization and Application of Overtime

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

10.2 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
- (1) The scheduled daily hours; or
 - (2) The agreed averaging period.
- (b) For the purpose of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by his/her normal scheduled hours of work during that same period of time.

- (c) Overtime shall be compensated in thirty (30) minute increments. Employees shall not be entitled to any compensation for periods of overtime of less than fifteen (15) minutes per day.

10.3 Overtime Compensation

Except for resident caretakers, overtime worked shall be compensated at the following rates:

- (a) Employees working more than eight (8) hours in a day will be paid time and one-half times (1½x) for the first three (3) hours of overtime and double-time for additional hours beyond the first three (3) hours of overtime in one (1) day.
- (b) Employees working more than forty (40) hours in a week will be paid time and one-half times (1½x) for the first eight (8) hours of overtime and double-time for additional hours beyond forty-eight (48) in one week.
- (c) Hours compensated under (a) above will not be compensated for in (b) above.

10.4 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.

10.5 Recording of Overtime

Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.

10.6 No Layoff to Compensate for Overtime

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

10.7 Overtime for Part-Time Employees

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

10.8 Rest Interval after Overtime

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

10.9 Overtime for Callout

Other than resident caretakers, a person designated as being "on call" for the week will be provided an additional payment of twenty-five (\$25) dollars.

Employees called in to work prior to their shift or who are required to remain at the end of their scheduled shift shall be paid as per Clause 11.3 with a minimum of two (2) hours paid after thirty (30) minutes.

10.10 Overtime Meal Allowance

- (a) When an employee is required to work in excess of two and one-half times ($2\frac{1}{2}x$) hours overtime immediately before or after completion of his/her scheduled daily hours. He/she shall be reimbursed with an overtime meal allowance, and a meal break of one-half ($\frac{1}{2}$) hour with pay will be given. The overtime meal allowance shall be up to sixteen dollars (\$16) with an acceptable receipt.
- (b) If an employee continues to work overtime beyond three (3) hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon completion of every three (3) hours worked thereafter.
- (c) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal workday.

ARTICLE 11 - GENERAL HOLIDAYS**11.1 Paid Holidays**

- (a) The following have been designated as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday (Victoria Day)	Christmas Day
Canada Day	Boxing Day

- (b) Any other holiday designated by the federal and provincial governments shall also be a paid holiday.

11.2 Holidays Falling on Saturday or Sunday

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

11.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the employee shall have the option of either an additional day's pay or a paid day off in lieu of the holiday. The lieu day shall be scheduled at a time mutually agreed between the Employer and the employee.

11.4 Holiday Falling on a Scheduled Workday

An eligible employee who works on a general holiday named in Clause 11.1 shall be compensated at the rate of one and one-half times ($1\frac{1}{2}x$) for all hours worked on the holiday plus a regular day's pay.

11.5 Holiday Coinciding with a Day of Vacation

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

11.6 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off.

11.7 Eligibility

- (a) Employees must work the regularly scheduled day before and after such holiday except in case of an emergency or sickness at which time the Employer may require a medical certificate.
- (b) No employee shall receive holiday pay for a statutory holiday unless she was hired more than thirty (30) calendar days immediately preceding the holiday and has worked one hundred and twenty (120) hours in the last thirty (30) days.

ARTICLE 12 - ANNUAL VACATIONS

12.1 Vacation

- (a) "*Vacation year*"

For the purpose of this article a vacation year is to be based on anniversary year.

- (b) An employee earns, but is not entitled to receive, vacation leave during the first six (6) months of continuous employment.

- (c) A regular full-time employee who has received at least ten (10) days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows.

- Completion of 1 - 2 years 10 days;
- Completion of 3 years 15 days;
- Completion of 3 - 6 years 15 days prorated based on 6% straight time earnings;

Full-time employees with more than six full years of service shall earn additional vacation entitlement as follows:

- After six years one additional day
- After seven years one additional day
- After eight years one additional day
- After nine years one additional day
- After ten years two additional days to a maximum of twenty days.

Employees that are currently receiving twenty-five (25) days vacation will be grandfathered until termination.

- (d) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter (1¼) days for each month for which the employee earns ten (10) days' pay.

- (e) During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

- (f) An employee is not entitled to receive cash in lieu of vacation time, except upon termination, resignation, retirement or in the first partial year of service where employment commenced after July 1st.

12.2 Vacation Scheduling

- (a) The scheduling and taking of vacation shall be on a calendar year basis. The vacation entitlement available to an employee in a calendar year must be taken by December 31st with the approval of his/her supervisor.
- (b) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and his/her immediate supervisor.
- (c) Subject to operational requirements, scheduling of vacations shall be in accordance with seniority as per Article 11 within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner. No employee shall be entitled to more than four vacation periods, per vacation year unless mutually agreed.
- (d) Employees shall submit their vacation requests to their supervisor on or before:
 - (1) November 1st for the period January 1st through April 30th; and
 - (2) March 1st for the period May 1st through December 31st.

An employee who does not exercise his/her seniority rights by the cutoff dates stipulated above, shall not be entitled to exercise those rights in respect to any action time previously selected by an employee with less seniority.

Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

- (e) Preference in the selection and allocation of vacation time shall be determined within each classification on the basis of service seniority. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Such seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Such seniority shall prevail in the choice of subsequent vacation periods in like manner.
- (f) Employee selection of vacation must be completed by March 1st of each year. Employer review and approval of vacation selection will be completed and posted by March 15th of each year.
- (g) An employee who does not exercise his/her seniority rights by March 1st of each year, shall not be entitled to exercise those rights in respect to any vacation time selected in keeping with this March 1st deadline by an employee with less seniority.
- (h) An employee who transfers to another classification after the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort, taking into account the needs of the operation, shall be made to grant vacation at the time of the employee's choice.
- (i) Caretaker and administrative staff employees will not normally select a vacation period that falls during the period of the 27th of one month through and including the 3rd of the month following unless a special request is made.
- (j) Employees when selecting vacation during prime time (July and August), may do so on the basis of two week increments.

12.3 Vacation Carryover

Employees may carry over up to five (5) days' vacation leave per year to be taken in the following year. This can be done every two (2) years. Employees shall not receive pay in lieu of vacation except upon retirement or termination. All vacation time, including carryover must be scheduled and used prior to December 31st.

12.4 Salary Payment

- (a) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the pay statement forwarded to a mailing address supplied by the employee in writing, or
- (b) Once per calendar year, upon ten (10) days written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular paycheque issued during the vacation period.
- (c) Payment for vacations will be made at an employee's basic salary except if an employee has been working in, and paid for, a higher-paid position than his/her regular position for a majority of his/her regular scheduled days during the sixty (60) working days immediately preceding his/her vacation, in which case he/she shall receive the higher rate.

12.5 Leave during Vacation

When an employee is in receipt of bereavement leave, or jury duty or sick leave during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within three (3) days of returning to work.

12.6 Callback from Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of an emergency nature.
- (b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all expenses incurred thereby by him/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 (except for meals) 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 shall not be counted against his/her remaining vacation entitlement.

ARTICLE 13 - LEAVES OF ABSENCE**13.1 Special Leaves**

- (a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:
 - (1) marriage of the employee three (3) days;
 - (2) attending wedding of the employee's child one (1) day;
 - (3) attending his/her formal hearing to become a Canadian citizen..... one (1) day;
 - (4) pallbearer one-half (½) day;

- (5) paternity leave..... three (3) days
- (6) for sudden serious illness of a spouse or child residing with the employee and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made up to every effort to provide alternative care up to two (2) days from accumulated sick leave credits

- (b) Two (2) weeks' notice is required for leave under 13.1(a)(1)(2)(3).
- (c) For the purpose of the above leaves with pay, it will be only for the workday on which the situation occurs.
- (d) Employees who have submitted his/her resignation will not be eligible for any of the above leaves during the two (2) week period prior to the last day of employment.

13.2 Leave for Medical and Dental Care

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, up to two (2) hours of sick leave may be utilized for this purpose.

13.3 Bereavement Leave

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to a leave of absence of three (3) days, at his/her regular rate of pay, from the date of death to and including the day of the funeral or service. If necessary, an allowance for an additional two (2) days with pay for travel will be granted. A maximum of three (3) days leave will be granted if not attending funeral services. Proof of travel may be required.
- (b) Immediate family is defined as spouse, common-law spouse, parent, stepparent, foster parent, child, legal stepchild, legal ward, legal guardian, brother, sister, stepbrother, stepsister, grandchild, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law or any relative permanently residing in the employee's household or with whom the employee resides;
- (c) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

13.4 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court shall be with pay.

- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (g) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.
- (h) The maximum amount of paid leave than an employee may receive under this clause is five (5) days per annum.

13.5 Educational and Training Leaves

- (a) When an employee is required to take a course by the Employer, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course-required books, pre-approved out-of-town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) When an employee goes on approved Education Leave, upon completion of the leave he/she will return to his/her former position.
- (c) An employee may request a leave of absence for educational purposes. Requests for such leaves will be made in writing and will indicate the relationship of such employee education to the Employer's business. Reasonable notice will be provided by the employee to minimize the dislocation of staff. The Employer will entertain requests that directly relate to the needs of the business and will indicate to the employee in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld but will ensure that operational requirements are maintained.

13.6 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination.

13.7 Full-Time Union or Public Duty Leave

- (a) Long-term leave of absence without pay and without loss of seniority will be granted:
 - (1) For employees elected to a full-time position with the Union for a period of one year;
 - (2) For an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
 - (3) For the employee elected to any body to which the Union is affiliated for a period of one year and leave shall be renewed upon request.
- (b) The Employer shall grant, on a written request, leave of absences without pay;
 - (1) For employees to seek election in a municipal, provincial, federal, First Nation or other Aboriginal election for a maximum period of ninety (90) days;
 - (2) For employees elected to public office for a maximum period of five (5) years.

13.8 General Leave

- (a) An employee may request unpaid leave of absence. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld.

Employees who have been granted an unpaid leave of absence will not work for another employer during leave of absence without first obtaining authorization from the manager.

(b) The Employer will continue to pay its share of applicable health and welfare benefits for a maximum of twenty (20) work shifts in a calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts in any calendar year, benefits 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 outlined by the Employer.

13.9 Elections

Any employee eligible to vote in a federal, provincial, or municipal election or referendum shall have four consecutive, clear hours during the hours in which the polls are open in which to cast his/her ballot.

13.10 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight weeks for the purpose of provided care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks. Notwithstanding Clause 7.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 14 – Health and Welfare Benefits.

ARTICLE 14 - HEALTH AND WELFARE BENEFITS

14.1 Commencement of Coverage

Coverage under the provisions of this article shall apply to regular employees of no less than six (6) months of continuous employment.

14.2 Basic Medical Insurance

One hundred percent (100%) employer paid.

14.3 Extended Health Care Plan

Extended Health Care Plan

- (a) Employer to pay one hundred percent (100%) of premiums.
- (b) Nil deductible.
- (c) One hundred percent (100%) reimbursement of semi-private hospital and emergency out of Canada expenses.
- (d) Eighty percent (80%) reimbursement of other eligible expenses which include:
 - (1) prescriptions
 - (2) vision care four hundred dollars (\$400)/twenty four (24) months
 - (3) five hundred dollars (\$500) per year paramedical
 - (4) unlimited physiotherapy
 - (5) custom made ortho shoes, hearing aids and private duty nursing
 - (6) other medically necessary services and supplies

14.4 Dental Plan

- (a) Employer to pay one hundred percent (100%) of premiums.

- (b) Nil deductible
- (c) One hundred percent (100%) Basic including endodontic, periodontic and surgical services
- (d) Fifty percent (50%) for eligible major services including crowns, dentures and bridgework
- (e) Fifty percent (50%) for orthodontics up to two thousand five hundred dollars (\$2,500) per person once in a lifetime;
- (f) Current Provincial Dental Association Fee Guide
- (g) Maximum one thousand five hundred (\$1,500) per year

14.5 Group Life Insurance

- (a) Employer to pay one hundred percent (100%) of premiums.
- (b) One times (1x) per annual earnings.
- (c) Terminates at age eighty (80).

Accidental Death

- (a) Two times (2x) annual earnings.
- (b) Terminates at age eighty (80).

Dependant Life Insurance

- (a) Five thousand (\$5,000) for spouse.

14.6 Long-Term Disability Plan

- (a) Employees to pay one hundred percent (100%) of premiums.
- (b) Sixty-six and two-thirds percent (66⅔%) of the first two thousand six hundred dollars (\$2,600) of monthly earnings, fifty percent (50%) of the next two thousand two hundred dollars (\$2,200) of monthly earnings, and forty-five percent (45%) of the balance, up to a monthly maximum of five thousand dollars (\$5,000).
- (c) Terminates at age sixty-five (65).

14.7 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under the Short-Term Illness and Injury Plan.

14.8 Health and Welfare Plan Documents

A copy of the master contracts with the carriers for the Extended Health Care, Dental and Group Life Insurance Plans shall be forwarded to the President of the Union.

14.9 Report Inability to Work

The employee shall inform the Employer within one-half (½) hour after commencement of shift of the employee's inability to report to work because of illness or injury, unless the employee can provide satisfactory evidence of his/her inability to report within that time, otherwise the employee will be considered to be on leave without pay and subject to disciplinary action.

14.10 Change of Carrier

Should the Employer seek to change carriers/provider during the term of the collective agreement, benefits and benefit levels shall remain the same or better.

14.11 Legislative Changes

If the premium paid by the Employer for any employee benefit stipulated in this agreement is reduced as a result of any legislative or other action by the Government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

ARTICLE 15 - SICK PLAN**15.1 Sick Days**

- (a) Employees with one to five (1-5) years of service will be allocated thirty-five (35) hours of sick leave on January 1st of each year prorated for part-time employees.
- (b) Employees with six (6) or more years of service will be allocated seventy-five (75) hours of sick leave on January 1st of each year prorated for part-time employees
- (c) Employees with six (6) or more years of service will be paid out fifty percent (50%) of unused sick days not to exceed five (5) days' pay at the end of each year.
- (d) The sick days will be taken in hours so as to each hour missing for a late or early departure will be docked.
- (e) Any sick leave taken for more than two (2) consecutive days will be accompanied by a doctor's certificate.
- (f) The Employer will require a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.
- (g) The Employer may request medical documentation for absences in excess of three (3) or more days or where it appears a pattern is developing.

ARTICLE 16 - LAYOFF AND RECALL**16.1 Layoff and Recall Procedure**

In the event of a layoff:

- (a) Permanent full-time and part-time employees shall be laid off by classification in reverse order of seniority.
- (b) An affected employee will have the following options:
 - (1) bump the least senior employee in the same classification provided that they have the skills, qualifications and demonstrated ability to perform the position;
 - (2) choose to go on the layoff list waiting recall;
 - (3) choose to terminate her employment and receive severance pay.

- (c) Bumping rights must be exercised within five (5) working days of notification of layoff to the first affected person and three (3) working days to any subsequent persons. Written notice will be provided to the employee and Union.
- (d) Employees on layoff shall be recalled in the reverse order of layoff subject to her ability to do the work available.
- (e) In the event of a permanent layoff, two (2) weeks' notice will be given to an employee with less than three (3) years' seniority and three (3) weeks' notice will be given to an employee with more than three (3) years' seniority and one (1) additional weeks' notice for each additional year of seniority to a maximum of eight (8) weeks' notice. In the event of a permanent layoff if the Employer does not give proper notice an employee will receive equivalent to one (1) week's pay for every week not given in severance notice.
- (f) Notice of layoff shall not apply where an employer can establish that the layoff results from an act of God, fire or flood.

ARTICLE 17 - SUSPENSION AND DISMISSAL

17.1 Suspension

The Employer may suspend an employee for just cause. Notice of suspension shall be confirmed in writing and shall set forth the reasons for the suspension.

17.2 Dismissal

- (a) The Employer may dismiss any employee for just cause. Notice of dismissal shall be confirmed in writing and shall set forth the reasons for dismissal.
- (b) Any employee whose employment is terminated by the Employer for any reason other than just cause as per the *Employment Standards Act*.

17.3 Dismissal for Abandonment of Position

An employee who fails to report for duty for three consecutive workdays without informing the Employer of the reason for his/her absence will be presumed to have terminated his/her employment. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

17.4 Burden of Proof

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

ARTICLE 18 - RESOLUTION OF GRIEVANCES

18.1 Grievance Procedure

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

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

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

18.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local department head. The aggrieved employee shall have the right to have 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 shall 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. The aggrieved employee shall make every reasonable effort to discuss the matter with the designated local department head in a timely manner.

18.3 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, must do so not later than:

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

18.4 Step 2

- (a) Subject to the time limits in Clause 18.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
 - (3) transmitting this grievance to the designated supervisor through the union steward.
- (b) The general manager or their designate shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

18.5 Time Limit to Reply at Step 2

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

18.6 Step 3

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

- (a) Twenty-one (21) 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) Twenty-one (21) days after the Employer's reply was due.

18.7 Time Limit to Reply at Step 3

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

18.8 Time Limit to Submit to Arbitration

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

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

18.9 Administrative Provisions

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

18.10 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the general manager 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, the Employer may inform the President or his/her designate of his/her intention to submit the dispute to arbitration within:

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

18.11 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.

18.12 Deviation from Grievance Procedure

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

18.13 Policy Grievances

Where either party to this agreement disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the general manager, his/her designate or the Union within thirty (30) calendar days of the occurrence. Where no satisfactory

agreement is reached, either party, within a further fourteen (14) calendar days, may submit the dispute to arbitration, as set out in Article 19 of this agreement.

18.14 Dismissal or Suspension

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

18.15 Investigator

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

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

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

18.16 Personnel File Access

An employee, or President of the Union, or his/her designate, in the presence of the employee, shall be entitled to review the employee's personnel file. The employee or the President of the Union, or his/her designate, as the case may be, shall give the Employer twenty-four (24) hours' notice prior to having access to such files.

ARTICLE 19 - ARBITRATION

19.1 Notification

Where a difference arising between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 19, notify the other party within thirty (30) days of the receipt of the reply at the 3rd step of its desire to submit the difference or allegations to an arbitrator.

19.2 Section 87 Procedure

As part of the grievance, the parties may agree to the following:

- (a) If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or the interpretation, application, operation of alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of this agreement, a single arbitrator agreed to by the parties shall, at the request of either party:
 - (1) investigate the difference;

- (2) define the issue in the difference; and
- (3) make written recommendations to resolve the difference;

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

(b) If either party is not satisfied with the recommendation delivered in accordance with Clause 19.2 above, it may present the grievance at the next step of the grievance procedure.

19.3 Appointment of a Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the parties shall have fourteen (14) calendar days to agree on a single arbitrator. Failing such agreement either party may request that a single arbitrator be appointed pursuant to the *Labour Relations Code*.

19.4 Assignment of a Single Arbitrator

(a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator will be assigned from the mutually agreed upon list of arbitrators listed in Appendix B.

(b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.

(c) The parties shall agree upon a list of arbitrators, which shall be appended to this agreement. An arbitrator may be removed from the list by mutual agreement.

19.3 Decision of the Arbitrator

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

19.4 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 he/she shall make every effort to do within seven (7) days.

19.5 Expenses of Arbitration Board

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

19.6 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.

19.7 Expedited Arbitration

(a) The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

ARTICLE 20 - OCCUPATIONAL HEALTH AND ACCIDENT PREVENTION**20.1 Statutory Compliance**

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, the *Employment Standards Act*, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

20.2 Safety Committees

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

- (a) up to one (1) representative appointed by the Employer; and
- (b) up to two (2) representatives appointed by the Union.

The union representatives shall be employees at the workplace.

20.3 Unsafe Working Conditions

In keeping with the Workers' Compensation Board Regulations no employee shall be disciplined for refusal to work on a job which he/she believes unsafe.

20.4 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift without deduction from the Short-Term Illness and Injury Plan.

20.5 Transportation of Accident Victims

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

20.6 Investigation of Accidents

The local Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury. In the event of a fatality the Employer shall immediately notify the President of the Union, or his/her designate, of the nature and circumstances of the accident.

20.7 Deputy Fire Safety Director

Resident caretakers are responsible for performing the duties of a deputy fire safety director, as outlined in the Employer's building fire safety plans, during the normal workday.

20.8 Resident Caretaker Special Training

The Employer shall provide training for all employees to assist them in dealing with difficult or violent residents. This training will be in keeping with the BC Health Services Program.

ARTICLE 21 - CONTRACTING OUT

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

ARTICLE 22 - GENERAL PROVISIONS**22.1 Municipal and School Board Offices**

- (a) Employees may seek election to municipal or school board offices, provided that:
- (1) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours of an employee;
 - (2) there is no conflict of interest between the duties of the municipal or school board office and the duties of the Employer position.
- (b) Where municipal council or school board meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.
- (c) Before employees may receive remuneration in municipal or school board offices they must seek the approval of the Employer.

22.2 Federal and Provincial Offices

There are no restrictions, other than the oath of office, on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 14.8(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 14.08(c). If not elected, the employee shall be allowed to return to his/her former position.

22.3 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.

An employee allegedly being harassed by another employee, a supervisor, or a contractor engaged by the Employer shall register the complaint in writing to the general manager, either directly or through the Union. The general manager shall deal with the complaint with all possible confidentiality.

- (b) "Harassment" is defined as:

- (1) *"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, on any of the prohibited grounds of discrimination under the BC Human Rights Act 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"*.

The general manager shall investigate the allegation and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

Unresolved complaints of harassment under this provision may be submitted by the Union to the investigator under Clause 19.2

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 general manager's decision may be considered as not having been determinative of the complaint.

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

The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.

Allegations of harassment which are found to be in bad faith may be cause for discipline, up to and including dismissal.

22.4 Personal and Psychological Harassment Definition

(a) Personal and Psychological harassment means objectionable conduct – either repeated or persistent, or a single serious incident – that an individual would reasonably conclude:

(1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or

(2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or

(3) is seriously inappropriate and serves no legitimate work-related purpose.

(b) Good faith actions of a manager or supervisor relating to the management and direction of employees – such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action – do not constitute harassment.

22.5 Sexual Harassment

The Employer and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. An employee allegedly being harassed shall register her complaint in writing, through the union staff representative, to the general manager who shall deal with the complaint with all possible confidentiality.

The general manager will investigate the allegation and if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within fourteen (14) days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

The parties agree that substantiated cases of sexual harassment may be cause for discipline, up to and including dismissal.

Allegations of sexual harassment which are found to be in bad faith may be cause for discipline, up to and including dismissal.

22.6 Donor Leave

An employee shall be granted ten (10) days without pay for the purpose of donating bone marrow or an organ.

22.7 Labour Management Committee

- (a) There shall be established one labour/management committee composed of members equal in number, represented by the Employer and the Union. The size of this Committee shall be two (2) union representatives and up to two (2) employer representatives.
- (b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.
- (c) An employer representative and a union representative shall alternate in presiding over meetings, and circulating the minutes in a timely fashion.
- (d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good industrial relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding.

22.8 Use of Compounds

Where employees are directed by their superiors to use particular compounds, the employees are not held responsible for any adverse effects resulting from the proper application of the compound.

ARTICLE 23 - EXPIRATION OF AGREEMENT

23.1 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after May 31, 2020, but no later than midnight, June 30, 2020.
- (b) Where no notice is given by either party prior to May 31, 2020, both parties shall be deemed to have been given notice under this section on June 30, 2020, and thereupon Clause 24.2 of the agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the general manager of the Employer.

23.2 Commencement of Bargaining

- (a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after May 31, 2020 but in any event, no later than midnight on June 30, 2020.
- (b) Where no notice is given by either party prior to May 31, 2020, both parties shall be deemed to have given notice under this section on June 30, 2020.

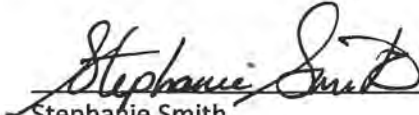
23.3 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of collective bargaining and until a new agreement is ratified by vote.

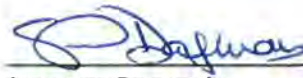
23.4 Change in Agreement

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

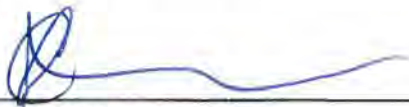
**SIGNED ON BEHALF OF
THE UNION:**


Stephanie Smith
President

**SIGNED ON BEHALF OF
THE EMPLOYER:**


Jeanette Dagenais
Administrator


Ken Breier
Bargaining Committee


Cori McCallum
Bargaining Committee


Cheryl Prowse
Staff Representative

Dated this 3 day of October, 20 19.

**APPENDIX A
Re: Wages**

Position		Sep 1, 2017	Sep 1, 2018	Sep 1, 2019
Resident Caretaker 1	<i>Start</i>	\$23.00	\$23.60	\$24.20
	<i>1950</i>	\$23.35	\$23.95	\$24.55
Chef	<i>Start</i>	\$25.80	\$26.40	\$27.00
	<i>1950</i>	\$26.15	\$26.75	\$27.35
Cook 1	<i>Start</i>	\$23.65	\$24.25	\$24.35
	<i>1950</i>	\$24.00	\$24.60	\$24.95
Cook 2	<i>Start</i>	\$20.40	\$21.00	\$21.60
	<i>1950</i>	\$20.75	\$21.35	\$21.95
LPN (Team Leader)	<i>Start</i>	\$27.95	\$28.35	\$28.95
	<i>1950</i>	\$28.30	\$28.95	\$29.55
LPN (Shift Leader)	<i>Start</i>	\$26.90	\$27.50	\$28.10
	<i>1950</i>	\$27.25	\$27.85	\$28.45
Care Aide	<i>Start</i>	\$20.95	\$21.55	\$22.15
	<i>1950</i>	\$21.30	\$21.90	\$22.50
Multi Service Worker	<i>Start</i>	\$18.00	\$18.60	\$19.20
	<i>1950</i>	\$18.35	\$18.95	\$19.55

Signing bonus for all regular full-time employees that have completed the probationary period by March 31st will be entitled to five hundred (\$500) dollars to be paid on first pay period as at the date of ratification. All regular full-time employees must have passed their probationary periods.

**APPENDIX B
Re: Casual Employees**

(a) The following articles of the collective agreement shall apply to casual employees;

- (1) Preamble
- (2) Management Recognition and Rights
- (3) Union Recognition and Rights
- (4) Union Security
- (5) Employer-Union Relations
- (6) Employment Policy
- (7) Classifications
- (8) Seniority
- (9) Hours of Work and Work Schedules
- (10) Salaries and Allowances
- (11) Overtime
- (12) General Holidays
- (13) Annual Vacations
- (14) Leaves of Absence
- (15) Health and Welfare Benefits
- (16) Sick Plan
- (17) Layoff and Recall
- (18) Suspension and Dismissal
- (19) Resolution of Grievances
- (20) Arbitration
- (21) Occupational Health and Accident Prevention
- (22) Contracting Out

- (23) General Provisions
- (24) Expiration of Agreement

Appendices

- Appendix A - Wages
- Appendix B - Casual Employees
- Appendix C - Casual Employee Call-in

- (b) Casual employees shall be paid eight percent (8%) holiday pay based on gross earnings and paid on each paycheque.
- (c) Casual employees shall be paid in accordance with the classification in which they are employed.
- (d) Casual employees may achieve part-time and/or full-time regular status only by successfully bidding into a permanent vacancy through the posting procedure.
- (e) Seniority for casual employees will be recognized and will accrue based on accumulated hours worked since their most recent date of hire.
- (f) In the event that a casual employee is converted to full-time or part-time status, their seniority date of hire shall be established based on the equation of the relevant hours for one (1) full year of service.
- (g) The Employer shall provide a casual seniority list in February and August of each year.
- (h) Eligible casual employees who work on a designated holiday will receive one and one-half times (1½x) their regular rate of pay for hours worked.
- (i) An employee shall not be entitled to a paid holiday unless they have worked fifteen (15) days during the four (4) weeks immediately preceding the holiday.
- (j) Holiday pay for an employee who works irregular hours on at least fifteen (15) of the last thirty (30) days prior to the paid holiday is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.

APPENDIX C

Re: Casual Employees Call-in

Casual Employees Call-in

- (a) The manner in which casual employees shall be called to work shall be as follows:
 - (1) Employees will be called for work on the basis of seniority from most senior to least senior.
 - (2) One call shall be of eight (8) rings duration. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute the Union shall have access to the log books.
 - (3) In the event the casual employee uses a telephone answering machine or a pager, the Employer is obligated to leave a message to return the phone call within five (5) minutes. If the employee does not return the call within that five (5) minutes, the Employer may proceed as if they were unable to make contact with the employee.

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

(c) Casual employees registered for casual work shall notify the Employer two (2) consecutive pay periods in advance of the dates and times they will be available to work in the upcoming two (2) pay periods.

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

Casual employees who are registered for casual work shall notify the Employer of the times of unavailability due to sickness or vacation, during which time Section (a) 2 & 3 above do not apply.

(d) Casual employees who are successful in competition for a regular position shall be subject to a probationary period as outlined in the collective agreement.

(e) Casual employees who are called in by the Employer and report for work shall be paid a minimum of two (2) hours at the applicable rate of pay.

(f) Casual employees have the right of refusal on two (2) calls during a pay period. Casual employees who refuse five (5) calls in six (6) consecutive pay periods will be terminated.

(g) The Employer agrees to include part-time staff at the top on the casual call-in list, subject to the terms and conditions listed in Appendix B and at the current rate of their increment step for that classification. Part-time employees shall complete an availability form in order to be considered for casual work.

(h) Where a block of four (4) or more shifts become available, it shall be offered to part-time staff in accordance with their seniority, provided that they do not have scheduled shifts that would conflict with the block. In the event the available block can be scheduled seven days in advance, then the senior part-time employee shall be offered the block, notwithstanding the posted schedule. Where a block is available outside the posted schedule, the Employer will offer the block of shifts based on seniority, and will create the new schedule to reflect the change.

Please note that the most senior employee who accepts the block as described in the paragraph above, shall have their schedule changed. No further schedule changes shall be made and any shifts left vacant by the assignment of the senior part-time employee shall be filled through the regular call-in procedures.

(i) Where less than four (4) shifts are available for assignment, they shall be offered to those staff on the call-in list in order of seniority and ability to perform work.

(j) Employees who are laid off in accordance with Article 13 of the collective agreement will have the option of having their name included on the casual call-in list for their department. Such laid off employees shall notify the administrator in writing of their desire to be placed on the call-in list.

Casual Probationary Period

(a) Casual employees shall serve a probationary period of four hundred and eighty (480) hours worked. During the probationary period, casual employees may be discharged at the sole discretion of the Employer.

(b) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve a probationary period pursuant to its definition in the collective agreement.

APPENDIX D
Re: List of Arbitrators

Joan Gordon
Chris Sullivan
Judi Korbin

LETTER OF UNDERSTANDING #1
Re: Four Day Workweek for Office Personnel

A four (4) day workweek for office personnel may occur with the concurrence of management. Such arrangement may be terminated by the Employer upon two (2) weeks' notice.

In providing a four (4) day workweek, wage levels will be adjusted appropriately to reflect the reduction in weekly hours of work.

Employees will be provided a Monday, Wednesday or a Friday off each week except in the weeks as set out below:

- (a) In the case where a statutory holiday falls during the week. In this case eligible employees will receive the statutory holiday pay.
- (b) In the event of Old Age Pension day, the last working day of month or the first working day of month. In this case the employee will be provided another day to be taken or the employee opt to be paid for the day.
- (c) In the event of any office personnel taking vacation. No day off will be taken and pay will be adjusted accordingly.

LETTER OF UNDERSTANDING #2
Re: Group Registered Retirement Savings Plan

The Employer is the sponsor of a Group Registered Retirement Savings Plans (GRRSP or the Plan). The carrier for the GRRSP is Sun Life Financial.

All employees will participate in the GRRSP. Once an employee has passed their probationary period it is mandatory that the Employer enrol them in the plan.

Contributions

(a) *Member Contributions*

Each member will be required to make contributions on the following basis:

- (1) Effective September 1, 2008 – two percent (2%) of regular earnings;
- (2) Effective September 1, 2009 – three percent (3%) of regular earnings.

Employees may make additional voluntary contributions on their behalf or their spouses' behalf.

(b) *Employer Contributions*

The Employer will be required to match contributions made by each member in accordance with (a)(1) and (2) above.

All contributions are held in an account registered to the individual employee. Contributions and interest earnings will be allocated to the account of each individual member.

If an employee terminates employment with the Employer, they can elect from options identified in the Plan.

All employees shall be provided with the GRRSP brochure.