

COLLECTIVE AGREEMENT

between the

**WELL BEING SERVICES (GSV) LTD.
(GUILDFORD SENIORS VILLAGE)**

and the

B.C. GENERAL EMPLOYEES' UNION (BCGEU)

Effective to August 1, 2019 to October 31, 2021

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ARTICLE 1 - PREAMBLE**1.1 Preamble**

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

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

1.2 Future Legislation

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

- (a) the remaining provisions of the collective agreement shall remain in force and effect for the term of the collective agreement;
- (b) the Employer and the Union shall, as soon as possible, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered due to the laws;

if a mutual agreement cannot be struck as provided in (b) above, the matter shall be meditated/arbitrated pursuant to Article 9 of the collective agreement.

1.3 Use of Feminine and Singular Terms

Wherever the feminine is used in this agreement, the same shall be construed as meaning the masculine, unless otherwise specifically stated.

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

1.4 Personal and Psychological Harassment

- (a) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of the employees meets the acceptable social standard of the workplace. The parties agree to foster and promote such an environment.
- (b) Personal and psychological harassment means objectionable conduct that:
 - (1) creates a risk to a worker's psychological or physical well-being or causes a worker substantial distress or to be humiliated or intimidated; or
 - (2) is discriminatory behaviour 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 expression that causes substantial distress; or
 - (3) is serious inappropriate conduct by a person that serves no legitimate work-related purpose; and
 - (4) is repeated or persistent or may be a single serious incident.

1.5 Sexual Harassment

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

1.6 Complaints Procedure

In the case of a complaint of personal, psychological, or sexual harassment, pursuant to Clauses 1.4 Personal and Psychological Harassment and 1.5 Sexual harassment above, the following procedure shall apply:

- (a) 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, within three calendar months of the latest alleged occurrence. The General Manager or designate or the Union shall advise the other party within five working days of the receipt of a complaint of personal, psychological, or sexual harassment.
- (b) The General Manager or designate shall complete an investigation, within 21 days of receipt of the written complaint. The General Manager or designate shall notify the Union, in writing, of the results of the investigation and the action to be taken.
- (c) If the complaint involves the General Manager or designate, the employee will register the complaint, in writing, to the Regional Manager. The Regional Manager will investigate the complaint and issue a decision.
- (d) The Employer shall take such actions as are necessary respecting an employee who has engaged in personal, psychological, or sexual harassment. Where the complaint is determined to be of a frivolous, vindictive, or vexatious nature, the Employer shall take the appropriate action. Allegations of harassment which are found to be in bad faith shall be cause for discipline, up to and including dismissal.
- (e) Where either the complainant or the respondent, in conjunction with the Union, is dissatisfied with the Employer's response, the matter may be referred to an independent investigator. The parties will agree on a single investigator. Where the parties are unable to agree on a single investigator, one will be appointed in accordance with the provisions of the *Labour Relations Code*. Cost of the independent investigator shall be cost shared by the parties on a 50/50 basis.
- (f) All parties shall hold complaints pursuant to this article in strict confidence. All documentation concerning the complaint and investigation shall be sealed upon conclusion of the process.
- (g) Harassment does not include actions occasioned through exercising, in good faith, the Employer's managerial/supervisory rights and responsibilities.

ARTICLE 2 - RECOGNITION OF THE UNION**2.1 Bargaining Agent Recognition**

The Employer recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all employees Well Being Services (GSV) Ltd. In the province of British Columbia excluding Graduate Nurses.

2.2 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the Chairperson of the Union Bargaining Committee and to the President of the Union or designate.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation of any clause in this agreement, shall be forwarded to the Chairperson of the Union Bargaining Committee and to the President of the Union or designate.

2.3 No Other Agreement

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

2.4 Leave for Union Business

Leave of absence without pay and without loss of seniority will be granted:

(a) *Without Pay*

(1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;

(3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;

(4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;

(5) leave for negotiations with the Employer;

(6) to stewards to maintain all bulletin boards and binders;

(7) leave for union observer.

(b) *Without Loss of Pay*

(1) to stewards, or their alternatives, to perform their duties pursuant to Clause 2.5 - Recognition and Rights of Stewards;

(2) to employees appointed by the Union as union representatives to attend joint labour/management committee meetings during their working hours;

(c) The Union and the employee will make every effort to provide as much written notice as possible, prior to the leave. Such leaves shall be granted subject to operational requirements related to the

scheduling of both residents and employees. The Employer will endeavour to provide as much notice of approval as possible.

(d) To facilitate the administration of (a), above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for the appropriate salary and benefit costs, including travel time incurred.

(e) Long-term absence without pay or benefits shall be granted to employees designated by the Union to transact union business for specific periods. Such requests shall be made in writing. Employees granted such leave of absence shall retain all rights and privileges with no loss of seniority accumulated prior to obtaining such leave. Long-term leave of absence without pay and benefits and without loss of seniority shall be granted:

- (1) For employees elected for full-time positions 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. General Employees' Union for a period of three years.
- (3) For an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to appoint four shop stewards and two alternates to represent employees. The Union agrees to provide the Employer with a list of employees designated as stewards.

A steward shall make every effort to perform the duties of a steward outside of normal working hours. If this is not possible, a steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

The duties of stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes, provided such votes are related to the collective agreement between the Union and the Employer;
- (d) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
- (e) attending meetings called by the Employer.

2.6 Bulletin Board

The Employer shall provide a bulletin board to the exclusive use of the Union, to be located in the staff lunchroom or other location as determined by mutual agreement. The use of the bulletin board shall be restricted to the business affairs of the Union.

2.7 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay and benefits.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

Any employees assigned to cover essential services as defined in the *Labour Relations Code* shall be authorized and permitted to cross a legal picket line.

2.8 Union Insignia

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

2.9 No Discrimination

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

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit, who on the date of certification were members of the Union or thereafter became members of the Union, shall maintain such membership as a condition of continued employment.
- (b) All employees hired on or after the date of certification shall, as a condition of continued employment, become members of the Union and maintain such membership within completion of 30 days as an employee.

ARTICLE 4 - CHECK-OFF OF UNION DUES

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

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

- (b) All deductions shall be remitted to the President of the Union not later than 28 days following the end of the month in which the deduction was made. The Employer shall also provide a list of names of

those employees from whose salaries such deductions have been made, the amounts deducted from each employee and a list of the employees who have ceased employment with the Employer.

(c) As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied to the Union electronically. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

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

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

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

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 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, at a time that does not interfere with the care of residents.

ARTICLE 6 - MANAGEMENT RIGHTS

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

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

ARTICLE 7 - EMPLOYER/UNION RELATIONS**7.1 Representation**

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

7.2 Union Bargaining Committee

- (a) A union bargaining committee shall be elected and consist of a maximum of three representatives of the bargaining unit.
- (b) Leave of absence to attend negotiation sessions shall be administered in accordance with Clause 2.4 - Leave for Union Business.

7.3 Union Representatives

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

7.4 Joint Labour/Management Committee

- (a) The parties agree to establish a joint committee composed of two employees appointed by the Union and up two representatives of the Employer.
- (b) The Joint Committee shall meet quarterly or at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee. Employees shall not be required to sacrifice or interrupt a rest or meal period to attend meetings of the Committee.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - (2) correcting conditions causing misunderstandings;
 - (3) dealing with matters referred to in this agreement.
- (f) Minutes of joint committee meetings shall be transcribed by the Employer and distributed to committee members.

ARTICLE 8 - GRIEVANCES**8.1 Grievance Procedure**

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the agreement, including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit;

shall be resolved in accordance with the following procedures.

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the immediate supervisor. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

8.3 Time Limits to Present Initial Grievance

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

- (a) 30 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) 30 days after the date on which he/she first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

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

- (1) recording the 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 violated or alleged to have been violated, and the remedy or correction required; and
- (3) transmitting this grievance to the immediate supervisor and/or designate through the union steward.

- (b) The immediate supervisor shall:

- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
- (2) provide the employee with a receipt stating the date on which the grievance was received.
- (3) the representative designated by the Employer to handle grievances at Step 2 shall reply in writing within 14 days of receiving the grievance at Step 2.

8.5 Step 3

The President of the Union, or designate, may present a grievance at Step 3:

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

8.6 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 30 calendar days of receipt of the grievance at Step 3.

8.7 Time Limit to Submit to Arbitration

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

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

8.8 Management Grievance

- (a) The Employer may initiate a grievance at Step 3 of the grievance procedure by the General Manager or their designate presenting the grievance to the President of the Union or designate.
- (b) Failing satisfactory settlement at Step 3 the Employer may submit the dispute to arbitration within:
 - (1) 30 days after the Union's response has been received; or
 - (2) 30 days after the Union's response was due.

8.9 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. Where a grievance or a reply is presented by mail, it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by certified mail or facsimile.

8.10 Deviation from Grievance Procedure

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

8.11 Failure to Act

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

8.12 Policy Grievance

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 Employer or the Union, as the case may be, within 30 days of occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 - Arbitration.

8.13 Technical Objections to Grievances

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

ARTICLE 9 - ARBITRATION**9.1 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 8 - Grievances, notify the other party within 30 days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

9.2 Appointment of the Arbitrator

When a party has requested that a grievance be submitted to arbitration, the parties will agree on a single arbitrator. Where the parties are unable to agree on a single arbitrator, one will be appointed in accordance with the provisions of the *Labour Relations Code*.

9.3 Board Procedure

The Arbitrator may determine their own procedures in accordance with the *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and shall make every effort to render a decision within 30 days of their first meeting.

9.4 Decision of 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 dismissal, discharge or discipline grievance by any arrangement, which they deem just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

9.5 Disagreement on Decision

Should either party disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision. The Arbitrator shall make every effort to provide written clarification within seven days of receipt of the application.

9.6 Expenses of Arbitrator

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

9.7 Amending Time Limits

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

9.8 Witnesses

At any stage of the grievance or arbitration, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

9.9 Expedited Arbitration

- (a) The parties may, by mutual agreement, refer to expedited arbitration any outstanding grievances considered suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances. If the parties are unable to agree on a single arbitrator, one shall be appointed in accordance with the provisions of the *Labour Relations Code*.
- (c) The Arbitrator shall hear the grievances and shall render a decision within five working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (d) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) A grievance may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.1 - Notification.
- (g) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.
- (h) It is agreed that arbitration decisions made under this provision will not be appealed.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**10.1 Burden of Proof**

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

10.2 Notice of Dismissal or Suspension

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

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (b) Any such document, other than official performance appraisals shall be removed from the employee's file after the expiration of 18 months from the date it was issued, provided that there has not been any further infraction.
- (c) In cases where disciplinary documents relate to resident abuse, the 18 month period may be extended by the length of time an employee is absent from work for an accumulated period of more than 30 days, except for periods of vacation and pregnancy leave.

10.4 Employee Performance Appraisals

Where a formal appraisal of an employee's performance is carried out, the employee shall be given 72 hours after the interview to review the appraisal. Provision shall be made on the performance appraisal form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the performance review, and the other indicating that the employee disagrees with the performance review.

The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of a performance review unless the signature indicates disagreement. An employee shall receive a copy of this performance review at the time of signing. An employee's performance review shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement. The employee may respond, in writing, to the performance review. Such response will be attached to the performance review.

10.5 Personnel File

- (a) An employee, or the President of the Union, or designate, with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President of the Union or designate, as the case may be, shall give the Employer adequate written notice, prior to having access to such file. Access to the file shall be no later than three days after notice is given.
- (b) With reasonable written notice given to the Employer, an employee shall be permitted to review their personnel file in the office in which the file is normally kept.
- (c) Access to the file shall be not later than seven days after notice is received.
- (d) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

10.6 Right to have Steward Present

- (a) This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.
- (b) Where the General Manager or designate intends to interview an employee for disciplinary purposes, the General Manager or designate must notify the employee in advance of the purpose of

the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken.

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

10.7 Abandonment of Employment

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

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

(b) Seniority will accrue for up to 20 days of approved unpaid leave of absence in a calendar year.

(c) Upon completion of the probationary period, the initial date of employment shall be used for determining benefits and seniority hours.

11.2 Seniority Lists

Seniority lists for employees shall be posted no later than two weeks after the first day of the months of January, April, July and October. The seniority lists shall include the name, department, and straight-time hours paid up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the President of the Union or designate and to the Bargaining Committee Chairperson. Such lists shall be open for final correction for a period of 30 calendar days following the posting, after which the seniority list will be considered accurate.

11.3 Loss of Seniority

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

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

11.4 Identical Seniority

When two or more employees have the same service seniority, and when mutual agreement cannot be reached, then seniority shall be determined by chance.

ARTICLE 12 - VACANCY POSTING

12.1 Job Postings

- (a) A posting shall be required for vacancies or new positions which are in excess of two calendar months and which the Employer is seeking to fill. A one-time increase of seven hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.
- (b) A change in the starting or quitting times, shift schedules or scheduled days off shall not constitute a vacancy provided the change is consistent with operational requirements and the provisions of the collective agreement. Where the Employer does effect changes in starting or quitting times, shift schedules or scheduled days off, the newly changed shifts shall be offered to the affected employees in order of seniority.
- (c) The Employer agrees to post such vacancy or new job for a period of seven calendar days in advance of the selection. Applications must be received during the seven day period in order to be considered by the Employer.
- (d) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work and wage rate or range.
- (e) Where operational requirements necessitate, the Employer may make temporary appointments pending the posting process. Vacancies in duration of two months or less shall be filled in accordance with Clause 29.3 - Call-in Procedures.
- (f) A copy of the job posting will be sent to the President of the Union, or designate, and the Bargaining Committee Chairperson.
- (g) A regular employee that is the successful applicant on a posting shall be moved to the new department or shift schedule within four weeks of being awarded the position, subject to operational requirements.

12.2 Selection Criteria

- (a) The successful applicant will be determined on the basis of four equally weighted factors: Qualifications & Education, Knowledge & Skills, Efficiency & Abilities, and Seniority. Where two or more employees are within 10% of each other overall, seniority shall be the determining factor.
- (b) *Union Observer*: The President of the Union or their designate may, upon an applicant's request to the Union, sit as an observer on a selection committee for posted positions within the bargaining unit including when the committee is making their determination. The observer will be a disinterested party.

12.3 Probationary Period

- (a) It is understood that all new employees will be subject to a probationary period of 489 hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed.
- (b) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed 489 hours worked.

(c) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may grieve the decision pursuant to the grievance procedure outlined in Article 8 - Grievances of this agreement, commencing at Step 3.

12.4 Qualifying Period

(a) When a vacancy is filled by an existing regular employee, they shall be confirmed in the new job after a qualifying period of 489 hours. In the event the employee proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job or if the employee wishes to return to their former position, they shall be returned to their former position and wage/salary rates without loss of seniority. Any other employee promoted or transferred because of a rearrangement of positions shall be returned to their former position and wage or salary rate without loss of seniority.

(b) An employee who is serving a qualifying period referred to in (a) above shall not be entitled to apply for another posted position until they have completed the qualifying period.

(c) Notwithstanding Clause 12.4(a) - Qualifying Period, the qualifying period does not apply to an employee who fills a vacancy for the same position as the one they held immediately prior to filling the vacancy (eg. a care aid moving to another care aid position). However, where an employee changes positions in such circumstances, they shall be ineligible to apply on another vacancy for the same position for a period of eight weeks.

(d) Notwithstanding (b) and (c) above, an employee will be eligible to apply for another posting during their qualifying period once in a calendar year.

12.5 Notification to Employee and Union

Within seven calendar days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be posted. The Union shall be notified of all appointments.

The Employer agrees, at the request of unsuccessful applicants, to discuss reasons for not being selected for a position.

12.6 Right to Grieve

Where an employee feels that they have been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 8 - Grievances of this agreement within seven days of being notified of the results.

12.7 Vacation Letters

Employees who will be absent from duty on vacation, for more than seven calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation.

12.8 Temporary Vacancies

Vacancies of a temporary nature, which exceed or are expected to exceed two months, shall be posted as per Clause 12.1 - Job Postings.

12.9 Interviews

An applicant for a posted position with the Employer, who is not on a leave of absence without pay and who has been called for an interview, shall suffer no loss of basic earnings to attend. Should an employee

require a leave of absence from duties for the interview, their supervisor shall be notified as soon as the requirement to appear for an interview is made known.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Pre-Layoff Canvass

(a) Prior to the layoff of regular employee(s), the Employer may canvass any employee or group of employees to invite:

- (1) placement into a vacant regular position for which the employee is qualified
- (2) voluntary layoff with payment and/or notice as provided for in Article 13.6 Notice or Pay in Lieu of Notice.

The Employer will advise the employees of the number of individuals likely to be affected by a prospective layoff and the number of hours to be cut.

(b) Where an employee selects an option above, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

(c) The Employer may establish reasonable time periods in which responses from employees will be received for consideration.

13.2 Definition of Layoff

"*Layoff*" includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a re-organization, program termination, closure or other material change in organization.

13.3 Layoff

(a) Both parties recognize that job security shall increase in proportion to length of service. In the event of a layoff, employees shall be laid off by classification in the reverse order of seniority.

(b) At the employee's request, an employee designated for layoff shall be placed on the casual call-in list, in accordance with their seniority, and shall retain the right of recall.

13.4 Recall

(a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by certified mail. Employees must accept recall within seven days of receipt of the certified mail.

(b) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current telephone number and address for purposes of recall. The Employer's only obligation on recall is to contact the employee at the last known address.

(c) The recall period shall be one year.

(d) New regular employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

13.5 Bumping Options

(a) Employees who are laid off or bumped shall choose one of the following options:

- (1) placement into a vacant position, provided the employee is qualified to do the job; or

- (2) bump the least senior employee with the equivalent number of hours per week or within 6% less hours per week, in the same classification provided the employee is qualified to do the job of the less senior employee; or
- (3) bump the least senior employee in the same classification provided the employee is qualified to do the job of the less senior employee; or
- (4) elect to receive working notice as outlined in Clause 13.7 – Grievance on Layoffs and Recalls.

(b) Bumping rights must be exercised within seven calendar days of notification of layoff by providing written notice to the General Manager or designate.

13.6 Reduction in Hours

- (a) Reduction in hours shall be based on seniority, providing that affected employees have the qualifications and ability to perform the duties of the position.
- (b) Any regular employee offered a reduction of hours shall have the right to choose layoff as per Clause 13.2 - Definition of Layoff.
- (c) Any regular employee offered a reduction of hours shall be given two weeks' notice of the reduction.

13.7 Grievance on Layoffs and Recalls

Grievances concerning layoff and recalls must be initiated at Step 2 of the grievance procedure.

13.8 Advance Notice and/or Severance

Regular employees who are laid off by the Employer and who have been regularly employed by the Employer for the periods specified below, shall receive notice or pay in lieu as follows:

- (a) *Regular Full-Time Employees*
 - (1) less than five years' service - 28 calendar days' notice or regular pay for 20 workdays;
 - (2) minimum of five years' but less than 10 years' service - 40 calendar days' notice or regular pay for 30 workdays;
 - (3) more than ten years' service - 60 calendar days' notice or regular pay for 40 days.
- (b) *Regular Part-Time Employees*

Regular part-time employees shall be entitled to the same notice as full-time employees, as in (a) above, however, pay in lieu of notice shall be prorated.

13.9 Job Fairs

In the event of a reduction of hours affecting a majority of the employees in a classification, and by mutual, written agreement between the Employer and Union, the Employer may utilize a job fair process to minimize the disruption to employees and services to clients.

The process to be used for job fairs is as follows:

- (a) Only regular employees will be eligible to participate in the job fair process. An employee may only exercise their seniority in respect to a line for a classification in which he/she holds a regular position.

- (b) The Employer will post or otherwise provide the proposed schedule for seven calendar days so that impacted regular employees have an opportunity to review it.
- (c) Within a further seven calendar days, the impacted regular employees will select their lines on the new schedule in order of seniority, from the most senior to the least senior.
- (d) Impacted regular employees will have the option of accepting layoff instead of choosing a line on the new schedule. If an employee chooses layoff and to receive working notice under Article 13.8 Advance Notice and/or Severance he/she will be placed on the casual and recall lists for 12 months.
- (e) Any regular employee without a line in the new work schedule will be given notice of layoff in accordance with Article 13.2 Layoff.
- (f) Any positions remaining vacant at the end of the job fair process will be posted in accordance with Article 12.1 Job Postings.

ARTICLE 14 - DEFINITION OF EMPLOYEE

14.1 Definition of Regular Employee

- (a) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work seven and one-half hours per day and not less than an average of 36 hours per week and not more than 37½ hours per week, exclusive of unpaid meal periods.
- (b) A regular part-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work less than an average of 36 hours per week, exclusive of meal periods.
- (c) Subject to Article 25 - Health and Welfare, a regular part-time employee is entitled to all benefits of the collective agreement on a prorated basis, except for those benefits covered under group benefits. Group benefits shall be provided without being prorated.

14.2 Definition of Casual Employee

Casual employees are employed on an "on call" basis to cover the absences of regular employees and to augment staff during peak periods. Casual employees will be considered internal applicants when applying for vacancies.

ARTICLE 15 - HOURS OF WORK

15.1 Continuous Operation

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

15.2 Hours of Work

The hours of work of a full-time employee will normally be seven and one-half hours per day, exclusive of an unpaid meal period, and an average of not less than 36 hours per week and not more than 37½ hours per week.

15.3 Scheduling

- (a) The Employer shall arrange all shift schedules and post them at least 14 days in advance of the effective date.

- (b) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of six consecutive shifts without receiving two consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15 - Hours of Work.
- (c) There shall be no split shifts.
- (d) An employee reporting to work at the call of the Employer shall be paid a minimum of two hours pay at their regular rate of pay if he/she does not commence work, and a minimum of four hours pay at their regular rate of pay if he/she commences work.
- (e) Employees may exchange shifts with the prior approval of the Employer, provided that a minimum of seven days' advance notice in writing is given and there is no increase in cost to the Employer.
- (f) Where regularly scheduled shifts are scheduled so that there are not eight clear hours between the end of an employee's shift and the start of the next regular shift, the employee shall not be required to report to work until there are eight clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.
- (g) There are three agreed to shift patterns and employees will be scheduled to work the same shift on an ongoing basis, ie. all days, all evenings, all nights. The three agreed to patterns are as follows:
- (1) 4 on - 2 off (7.5 hour shifts) totaling 1800 hours in a 360 day cycle.
 - (2) 5 on - 2 off, 5 on - 3 off (7.5 hour shifts) totaling 1800 hours in a 360 day cycle.
 - (3) 4 on - 4 off (10 hour shifts) totaling 1800 hours in a 360 day cycle.
- (h) In the event the employer determines a need to materially alter an agreed to shift pattern, move a group of employees from one pattern to another, or to introduce a new shift pattern they shall do so with 30 days written notice to the employees and the President or their designate. Any proposed shift pattern shall be subject to the following:
- (1) the change is consistent with the operational requirements and the provisions of the collective agreement and is not capricious, arbitrary, discriminatory or in bad faith; and
 - (2) the Employer has inquired into and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the changes will have on the personal circumstances of such employees.
 - (3) If the Union determines the new or altered shift pattern is inconsistent with (1) or (2) above, the collective agreement, or other agreement between the parties they may initiate a grievance at Step 3 as outlined in Article 8.5. Timelines may be extended by mutual agreement.
- (i) An employee scheduled to work a shift shall inform the Employer if they reasonably anticipate they will be late in attending a shift. The Employer is entitled to call out the shift if an employee fails to arrive 30 minutes after the shift was scheduled to commence and the employee has not contacted the Employer. If this occurs and the employee arrives after the call out, the Employer may send the employee home without compensation for the shift. The Employee will be given an opportunity to demonstrate there was no reasonable opportunity to inform the Employer of their late arrival.

15.4 Shift Differential

Employees shall be entitled to shift differential premiums on the following basis:

- (a) 75¢ per hour for all hours worked on the evening shift;
- (b) \$1 per hour for all hours worked on the night shift;

- (c) 50¢ per hour for all hours worked between 00:01 hours Saturday morning until 23:59 hours Sunday evening;
- (d) \$1, in addition to premiums (a), (b), and (c), for all hours Cook 2 classifications work on the weekend referenced in (c) when no supervisor or manager is on shift.

15.5 Rest and Meal Periods

- (a) There shall be a 15-minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four hours, will receive one 15-minute paid rest period.
- (b) An unpaid meal period of one-half hour will be scheduled as close as possible to the middle of each shift of five hours or more and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate, provided that the total hours worked exceeds those set out in Clause 14.1(b) - Definition of Regular Employee.

15.6 Extended Hours Shifts for Cooks

- (a) Notwithstanding Clause 15.2 - Hours of Work, the two Cook lines may be scheduled up to 10 hours per day on a four on, four off (4:4) rotation.
- (b) For Cooks who are scheduled in accordance with (a) above, daily overtime in accordance with Article 16 - Overtime shall commence after 10 hours of work per day.
- (c) Notwithstanding Clauses 19.1(a) and (b) - Sick Leave Plan, Cooks working a schedule consistent with point (a) above shall be entitled to a maximum of 37½ hours of sick leave per year.

ARTICLE 16 - OVERTIME**16.1 Definition of Overtime**

- (a) "*Overtime*" means authorized work performed by an employee in excess of the hours of work outlined in Clause 15.2 - Hours of Work. Overtime shall not be claimed or received for work which is less than 15 minutes. All work less than 15 minutes in excess of the hours of work outlined in Clause 15.2 - Hours of Work, shall be paid at straight-time rates of pay. Work in excess of 15 minutes will be paid at the applicable overtime rate.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means two times the straight-time rate.

16.2 Authorization and Application of Overtime

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

16.3 Right to Refuse Overtime

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

16.4 Overtime for Part-Time Employees

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

A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than their 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. Overtime rates shall apply to hours worked in excess of normal workdays in the workweek of a full-time employee.

16.5 Overtime Compensation

(a) Overtime worked shall be compensated at the following rates:

- (1) time and one-half for the first three hours of overtime on a regularly scheduled workday;
- (2) double-time in excess of (1);
- (3) subject to Clause 15.3 - Scheduling, double-time for all hours worked on a scheduled day of rest.

(b) Overtime shall be compensated, at the employee's option, in cash, time off in lieu of overtime or a 50/50 combination of both. Time off in lieu of overtime shall be scheduled at a mutually agreeable time. An employee who has opted for time off in lieu of overtime premium pay shall take the time off by March 31 and September 30 of each year. If the accumulated time off is not taken before the above-noted dates, the balance of the banked overtime premium shall be paid on the employee's next regular paycheck.

(c) Employees will not be required to take unpaid time off during regular hours to make up for any overtime worked.

16.6 Overtime Meal Allowance

Where an employee is required to work a minimum of two and one-half hours overtime, in excess of their scheduled hours of work, the Employer will provide a meal at no cost to the employee.

16.7 Rest Intervals

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

16.8 Callback

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

16.9 Shift Exchanges

In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts. All shift exchanges must be approved in accordance with Clause 15.3(e) - Scheduling.

16.10 Assignment of Overtime

- (a) When overtime is required, the Employer will offer available overtime in order of seniority as follows: of four hours or more to qualified employees based on seniority considering their availability and location.
- (b) In order to be called for available overtime an employee must, when placing their availability, notify the Employer, in writing, of their desire to work overtime by the 15th day of each month for the following month. If an employee does not provide written notification they will not be called for overtime., except at the Employer's discretion.
- (c) Overtime hours will be offered to employees only if:
- (1) The employee has submitted their availability for overtime work;
 - (2) They have the capability to perform the work; and
 - (3) Are willing to work all necessary hours that the work is available.
- (d) An overtime log will be maintained showing the name of the employee who has been assigned overtime, the date the overtime was worked and the name of the person offering the overtime. The log will be made available to the Union in the event of a grievance regarding the assignment of overtime.
- (e) The employer has the right to minimize the cost of overtime hours.

ARTICLE 17 - PAID HOLIDAYS**17.1 Paid Holidays**

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

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

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

17.2 Scheduling of Paid Holidays

- (a) Employees will be paid an additional day pay in each pay period that a paid holiday occurs except New Year's Day and Family Day which are designed as 'floating holidays' as defined in (b) below.
- (b) For New Year's Day and Family Day, the two 'floating holidays', shall be scheduled as time off from work with pay by mutual agreement. They shall be pro-rated for part-time employees and for casual employees who post into a regular position during the calendar year.

17.3 Holiday Falling on a Scheduled Workday

In addition to the scheduled day off referred to in Clause 17.2 - Scheduling of Paid Holidays, a regular employee who works on a paid holiday, referred to in Clause 17.1 - Paid Holidays, shall be paid at the rate of one and one-half times their rate of pay for all hours worked on the paid holiday.

17.4 Holiday Coinciding With a Day of Vacation

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

17.5 Christmas or New Year's Day Off

The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting. Such requests shall be made in writing prior to November 1 of each year.

17.6 Paid Holiday Pay

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

ARTICLE 18 - ANNUAL VACATIONS**18.1 Vacation Entitlement**

- (a) Regular employees, who have passed the probationary period, are eligible for vacation leave as follows:

Years of Service	Working Days of Vacation	Vacation Pay as a percentage of pay
Up to and including five years	10	4%
More than five and up to 10 years	15	6%
More than 10 and up to 15 years	17	6.8%
More than 15 years and up to 17 years	20	8%
More than 17 years and up to 20 years	21	8.4%
More than 20 years	22	8.8%

- (b) The vacation year is January 1 to December 31. Vacation pay is earned July 1 to June 30. Vacation pay earned from July 1 to December 31 must be taken the following calendar year. Vacation pay earned from January 1 to June 30 must be taken within the calendar year.

- (c) Employees may take their full vacation entitlement at any time in the vacation year. Any unused vacation pay in excess of the amount permitted to be carried over under Clause 18.3 - Vacation Carryover that remains in an employee's bank at the end of the calendar year shall be paid out to the employee by the end of January of the same calendar year. If an employee terminates their employment and has taken more vacation than earned, the unearned amount will be deducted from the employee's final paycheque.

- (d) During an employee's first year of employment, the employee may take a partial vacation prior to December 31 of that year, up to the amount of vacation pay they have accrued at the time of vacation.

(e) Employees accrue vacation on all straight-time paid hours, including but not limited to, vacation, union leave, and paid leave taken under Article 21. Also, vacation accrues on hours worked on a paid holiday that is not overtime and while in receipt of WorkSafe wage loss as per Article 20.2 (b).

18.2 Vacation Earnings for Partial Year

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

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

(c) An employee whose employment ceases before they have completed five working days of employment is not entitled to annual vacation pay.

18.3 Vacation Carryover

In a five year window, an employee may carry over up to five days' vacation leave per vacation year for two consecutive vacation years. Such carried over vacation must be taken together along with any additional vacation to which the employee is entitled, no later than the third vacation year. Employees planning to carry over vacation leave credits shall notify their departmental supervisor, in writing, by January 31 of each vacation year.

Failure by an employee to take their carried over vacation time, plus vacation time earned in the third year, will result in a full pay settlement to the employee within the last payroll of the vacation year, and the employee will not be entitled to carryover vacation again in the future. The rate of pay used to calculate the employee's vacation pay (whether used or unused) shall be the rate of pay to which the employee was entitled when the vacation was earned.

18.4 Callback

(a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred thereby by herself, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.

(c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation time.

18.5 Vacation Schedules

(a) Employees shall submit their vacation requests to their supervisor on or before:

- (1) November 1 for the period February 1 through May 31; and
- (2) March 1 for the period June 1 through January 31.

(b) An employee who does not exercise their seniority rights by the cutoff dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) Scheduling of vacations shall be in accordance with seniority as per Article 11 Seniority. 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.

(d) Vacation schedules, once posted, shall not be changed except in cases of emergency and/or with the mutual agreement of the Employer and employee. The Employer shall approve or deny vacation requests submitted by November 1 and March 1 of each year by November 16 and March 16. Requests for vacation submitted after November 1 and March 1 will be approved or denied within three weeks of receipt of the request. Approval or denial will be in writing. In the event the Employer denies a requested vacation period the reasons for the denial will be included in the written notice.

(e) Subsequent vacation requests outside of the semi-annual vacation selection made 30 calendar days in advance shall not be unreasonably withheld. Subsequent vacation requests that are not made 30 calendar days in advance are subject to operational requirements.

18.6 Vacation Pay

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

18.7 Vacation Credits Upon Death

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

18.8 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of their vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Plan

(a) Employees who have completed their probationary period shall be entitled to 52.5 hours of sick leave per calendar year. Hours shall be prorated for regular part-time employees. Sick pay shall be compensated at 80% of their regular pay. These hours shall be non-cumulative.

(b) New regular employees who have completed their probationary period shall be credited with sick leave on a pro rata basis to be calculated from the start date of the regular position to December 31 of that year. The calculation is based on 37½ hours for a full-time employee in a 12 month period.

(c) After one year of service, employees shall be eligible for short-term disability benefits and shall receive 70% of their regular pay, commencing on the seventh calendar day of each incident until the 17th week of each incident.

(d) Sick leave shall only be utilized when an illness prevents an employee from attending work. Employees who are absent because of sickness may be required to prove sickness. Under certain circumstances, failure to meet this requirement may lead to disciplinary action.

(e) An employee must apply for sick leave pay, in accordance with the Employers' procedures, to cover periods of actual lost time from work owing to sickness or accident. Sick leave pay shall be computed on the basis of regularly scheduled hours lost to illness and shall be based on the employee's basic rate of pay.

(f) Where it appears that an employee's sick leave utilization is excessive, the employee may be required to submit additional medical documentation. Any cost associated with obtaining medical documentation shall be borne by the employee.

(g) For the purpose of Clause 11.1 - Seniority Defined, benefits paid under this article shall be considered straight-time hours paid.

19.2 Employee to Inform Employer

(a) The employee shall advise the General Manager or designate prior to the start of their next shift, or as soon as possible, of their inability to report to work because of sickness or injury and the probable date of their return to work.

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

(c) This notice is to ensure that the Employer can reasonably prepare for the employee's return and limit the impact on schedules and relief staff.

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

(e) During an absence due to illness or injury, it is the employee's responsibility to ensure the Employer is aware of their current prognosis of return to work or their next date of re-evaluation.

(f) Employees that are absent from work due to an illness or injury that can pose a health risk to other employees or residents, such as a communicable illness, must inform the Employer at the earliest opportunity and prior to attending the worksite.

19.3 Expiration of Sick Leave Credits

(a) The Employer shall inform employees, upon request, of their remaining sick leave credits. At the expiration of an employee's entitlement to short-term disability benefits, employees who continue to be unable to return to work for medical reasons will be placed on an unpaid leave of absence.

(b) Health and Welfare Benefits under Article 25 - Health and Welfare will continue to apply for the first 20 work shifts following the expiration of the sick leave credits.

(c) Employees who wish to continue to Health and Welfare Benefit coverage under Article 25 - Health and Welfare beyond the period referenced in (b) above may do so provided the employee pays the full cost of the premiums.

19.4 Probationary Period

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

19.5 Third Party Coverage

In the event than an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC),

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

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

ARTICLE 20 - WORKERS' COMPENSATION

20.1 Sick Leave/Workers' Compensation

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

20.2 Benefits While on Compensation

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

- (a) seniority hours pursuant to Clause 11.1 - Seniority Defined shall continue to accrue;
- (b) vacation entitlement in Clause 18.1 - Vacation Entitlement shall continue to accrue;
- (c) the Employer shall continue to pay its portion of Health and Welfare Benefits pursuant to Article 25 - Health and Welfare.

20.3 Employee to Contact Employer

- (a) Employees who are absent from work due to a WorkSafeBC related injury shall contact their supervisor or the designated person in charge regarding the status of their condition and/or the anticipated date of return to work.
- (b) Prior to returning to work, employees who have been absent from work and in receipt of WorkSafeBC wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

20.4 Early Safe Return to Work

Opportunities for early safe return to work for employees on WorkSafeBC claims are covered in the Memorandum of Agreement 2 Early Safe Return to Work.

ARTICLE 21 - SPECIAL AND OTHER LEAVE

21.1 Bereavement Leave

- (a) Bereavement leave with pay shall be granted, upon request, to regular employees in the event of a death of a spouse (including common-law), child, parent, stepparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild and a relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) Bereavement leave with pay shall be granted for three working days. Up to two additional days with pay shall be granted for travelling time when this is warranted in the judgement of the Employer.
- (c) If an established ethno-culture or religious practice provides for ceremonial occasions other than the bereavement period between the date of death and the date of the funeral, an employee may take bereavement leave and any necessary travel time referred to in (b) above, at the time of the ceremonial occasion.
- (d) Additional leave without pay may be requested by an employee. The Employer shall make every effort to grant additional bereavement leave of absence without pay.
- (e) If any 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.

21.2 Full-Time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) For employees seeking election in a municipal, provincial, or federal election for a maximum of 90 days;
- (b) For employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of one year;
- (c) For employees elected to public office for a maximum period of five years;
- (d) For an employee elected to the position of President or Treasurer of the B.C. General Employees' Union. The leave shall be for a period of three years and shall be renewed upon request.

21.3 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. When such leave is granted, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer shall also reimburse the employee for their travelling, subsistence and other legitimate expenses where applicable.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

21.4 General Leave

- (a) An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing and addressed to their immediate supervisor. Reasonable notice of at least 14 days will be given except in cases of emergency. The Employer shall respond within two weeks of the receipt of the request. Such approval shall be subject to operational requirements and shall not be unreasonably withheld.
- (b) Such leaves shall not be provided where the employee is assuming other employment. Leaves shall not be extended beyond eight months, except in exceptional or unusual circumstances.
- (c) Upon return from leave of absence, the employee will be placed in their former position or where the position no longer exists in an equivalent position.

21.5 Jury Duty and Leave for Court Appearances

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

21.6 Compassionate Care Leave

For article 21.6 Compassionate Care Leave and 21.9 Critical Illness or Injury Leave, "*family member*" is defined as per the Family Member Regulations of the *Employment Standards Act*.

- (a) An employee is entitled to up to 27 weeks of unpaid leave to provide care and support for a family member who has significant risk of death within the next 26 weeks.
- (b) The Employer may request a medical certificate stating the family member is in serious risk of death within 26 weeks or another prescribed period
- (c) The employee may extend the leave if the family member does not die within the leave period they obtain a new medical certificate.

21.7 Leave for Political Office

The Employer shall grant, on written request, leave of absence without pay and without loss of seniority for employees to seek election in a municipal, provincial, federal, First Nation, Métis, or Inuit election for a period of 90 days.

Employees successfully elected to a public office shall be granted leave without pay and without loss of seniority for maximum period of five years.

21.8 Family Responsibility Leave

An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to:

- (a) The care, health or education of a child (as defined by the Employment Standards Branch) in the employee's care, or;
- (b) The care or health of any other member of the employee's immediate family.

21.9 Critical Injury Leave

- (a) An employee is entitled to unpaid leave to care and support a family member whose health has significantly changed and the life of the family member is at risk as a result of an illness or injury, and who can be cared for by a non-medical professional. The length of the leave shall be:
 - (1) Up to 36 weeks for a family member 19 years or younger at the start of the leave, or;
 - (2) up to 16 weeks for a family member over 19 years.
- (b) The Employer may request a medical certificate stating the family member's health has significantly changed, that they can be cared for by a non-medical professional, and the expected duration of the leave period.
- (c) The employee may extend the leave if the family member remains at risk due to the illness or injury at the end of the leave period by obtaining a new medical certificate.

21.10 Domestic or Sexual Violence Leave

- (a) Employees are entitled to the provisions of the *Employment Standards Act* in cases of domestic or sexual violence.
- (b) Domestic or sexual violence is defined as “*an act of abuse between an individual and a current or former partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual who is related to the individual by blood, marriage, foster care, or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control or a threat or attempt to do an act described in this article.*”
- (c) Such a leave or accommodation can be for the purpose of seeking medical attention, counselling or other social or psychological services, to seek legal advice or assistance, or to seek new housing.

ARTICLE 22 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

22.1 Pregnancy Leave

- (a) A pregnant employee who requests leave under this article is entitled to up to 17 weeks of unpaid leave:
- (1) *Beginning*
 - (i) no earlier than 13 weeks before the expected birth date, and
 - (ii) no later than the actual birth date.
 - (2) Ending no longer than 17 weeks after the leave begins.
- (b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (c) An employee is entitled up to six additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under Subsection (a) or (b).
- (d) A request for leave must:
- (1) be given in writing to the Employer;
 - (2) if the request is made during the pregnancy, be given to the Employer at least four weeks before the day the employee proposes to begin leave, and
 - (3) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Subsection (c).
- (e) A request for a shorter period under Subsection (a)(2)(i) must:
- (1) be given in writing to the Employer at least two weeks before the date the employee proposes to return to work, and
 - (2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

22.2 Parental Leave

- (a) An employee who requests parental leave under this article is entitled to:
- (1) for a birth mother who takes leave under Clause - 22.1 Pregnancy Leave in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause - 22.1 Pregnancy Leave unless the Employer and the employee agree otherwise;
 - (2) for an employee who does not take leave under Clause - 22.1 Pregnancy Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave beginning after the child's birth and within 78 weeks after that event;
 - (3) for an adopting parent, up to 62 consecutive weeks beginning within 78 weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Subsection (a).
- (c) A request for leave must:
- (1) be given in writing to the Employer;
 - (2) if the request is for leave under Subsection (a)(1) or (a)(2), be given to the Employer at least four weeks before the employee proposes to begin leave; and
 - (3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) An employee's combined entitlement to leave under Clauses 22.1 - Pregnancy Leave and 22.2 - Parental Leave is limited to 52 weeks plus any additional leave the employee is entitled to under Clauses 22.1(c) Pregnancy Leave or 22.2(c) - Parental Leave.

22.3 Return from Leave

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

The employee shall not have an advantage over other employees as a result of such leave.

22.4 Benefit Plan

If an employee maintains coverage for benefits while on pregnancy leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of 17 weeks and for an employee on parental leave, a maximum of 37 weeks.

If an employee fails to return to work, the Employer will recover monies paid under this section.

22.5 Sick Leave

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

22.6 Vacation

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

22.7 Seniority Rights on Reinstatement

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

ARTICLE 23 - SAFETY AND HEALTH**23.1 Preamble**

(a) The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices. The Employer and the Union agree to adhere to the provisions of the *Workers Compensation Act* and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing.

(b) *Safety Orientation*

The Employer shall provide orientation or in-service training which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products as required by WorkSafeBC Regulations. The Employer will also make readily available information, manuals and procedures for these purposes.

23.2 Safety Committee

- (a) The parties agree to establish and maintain a joint occupational health and safety committee that, by mutual agreement, may include additional representatives from other health care unions certified with the Employer.
- (b) The Union shall be entitled to appoint up to two representatives to sit on the Health and Safety Committee.

23.3 Committee Responsibilities

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

23.4 Date of Injury

An employee who is injured during work hours and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of their shift at their regular rate of pay, from the

employee's accumulated sick leave credits, unless a doctor states that the employee is fit for further work on that shift.

23.5 Transportation

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

23.6 Right to Refuse Unsafe Work

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

23.7 Lieu Time to Attend Meetings

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

23.8 Investigation of Accidents

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

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

23.9 Vaccination and Inoculation

The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infection and disease among employees.

Where the Employer or Health and Safety Committee identifies high risk areas which expose employees to infectious diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.

23.10 Aggressive Residents

(a) When the Employer is aware that a resident has a history of aggressive behaviour the Employer will make such information available to employees. Upon admission or transfer of the resident, the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-service and/or instruction in caring for the aggressive resident and on how to respond to residents' aggressive behaviour will be provided by the Employer. The Health and Safety Committee will be consulted on specific training needs.

(b) Critical incident stress defusing shall be made available and be made known to employees who have suffered a serious work-related traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.

ARTICLE 24 - TECHNOLOGICAL CHANGE

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the collective agreement applies;

- (a) the Employer must give notice to the Union at least 60 days before the date on which the measure, policy, practice or change is to be effected;
- (b) after notice has been given, the Employer and the Union must meet, in good faith, and endeavor to develop an adjustment plan, which may include provisions respecting any of the following:
 - (1) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (2) human resource planning and employee counselling and retraining;
 - (3) notice of termination;
 - (4) severance pay;
 - (5) entitlement to pension and other benefits including early retirement benefits;
 - (6) a bipartite process for overseeing the implementation of the adjustment plan.
- (c) If, after meeting in accordance with (b), above, the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement.

ARTICLE 25 - HEALTH AND WELFARE**25.1 Health and Welfare Benefits**

- (a) The Employer shall provide, and pay 100% of the premiums, for the health and welfare plans provided for by Sun Life in the benefit booklet with contract number 56056 and 102156, dated May 1, 2018, unless noted otherwise.
- (b) Coverage under the provisions of this article shall apply to regular full-time or part-time employees that work at least 20 hours a week and following the completion of the employees probationary period.
- (c) The selection of the insurance carrier for any benefits referred to in this article is the sole discretion of the Employer subject to retaining benefit plan of equal coverage or better.
- (d) Employees will be provided with a point-of-sale card for prescription medication.

25.2 BC Medical Services Plan

The Employer shall pay 100% of the premiums for eligible employees, their spouse and dependants.

25.3 Extended Health Care Plan

- (a) The Employer shall pay 100% of the premiums for extended health care coverage for employees, their spouse and dependants under the plan.
- (b) There will be coverage for eyeglasses. The allowance for vision care will be \$225 every 24 months per person.

(c) There will be coverage for paramedical services limited to \$25 per visit, up to a maximum of \$350 per person per year.

25.4 Dental Plan

(a) The Employer shall pay 100% of the premiums for dental plan coverage for employees, their spouse and dependants.

(b) The plan shall cover 100% of the costs of the Basic Plan and 50% of the costs of the Major/Extended Plan.

25.5 Group Life Insurance/Accidental Death and Dismemberment

The Employer shall pay 100% of the premiums for a group life insurance plan.

25.6 Long-Term Disability Plan

Effective May 1, 2018 the Employer will provide a long-term disability plan for all eligible employees. The premiums for the plan will be paid 100% by the employee. The Employer agrees to notify the Union at the Joint Labour/Management Committee of any rate increases to the plan prior to implementation and to provide an explanation of the rate increase.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Paydays

(a) Employees shall be paid biweekly. The Employer agrees to provide 30 days' notice of a change in the designated payday.

(b) The distribution of paycheque stubs shall be as per current practices. The Employer shall ensure that the distribution of paycheque stubs is done in a confidential manner.

(c) The Employer shall display all accrued sick leave, vacation accrued (and available), and overtime (all referenced in an amount of time) on each paycheque stub.

26.2 Pay on Temporary Assignment

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

26.3 Escort Duty

(a) Where the Employer requires an employee to escort a resident, they shall canvass qualified employees in the department for a volunteer. In the event that no employee volunteers, the Employer may then assign an employee to perform the duty.

(b) Escort duties performed by the employee shall be considered as work performed.

(c) All terms and conditions of the agreement shall continue in force and effect while the employee is on escort duty.

(d) No employee shall be required to travel in a vehicle which does not meet Transport Canada safety requirements.

26.4 Use of Personal Vehicle

(a) An employee shall not normally be required to use their personal vehicle to perform the Employer's business.

(b) Where an employee agrees to the use of their personal vehicle in the performance of the Employer's business, the Employer shall cover the premium costs of any additional vehicle insurance required.

(c) An employee using their personal vehicle in the performance of the Employer's business shall be reimbursed at the rate of 58¢ for all kilometers traveled while performing such business.

26.5 Payroll Errors

Where an employee identifies a significant error in their pay that has been caused by employer error, the Employer must provide a manual cheque, at the employee's request, within five business days of the request. Significant is defined as \$100 or more. Errors that result from an employee error or lack of information from the employee shall be corrected in the following pay period.

ARTICLE 27 - NOTICE OF NEW AND CHANGED POSITIONS

27.1 Job Description

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

27.2 New Classifications/Duties

(a) Notice of New Positions

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

(b) Notice of Changed Positions

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

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

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

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

ARTICLE 28 - GENERAL CONDITIONS

28.1 Indemnity

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

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

28.2 Employer Property

Employees must return to the Employer all employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

28.3 Copies of Agreement

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

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

28.4 Volunteers, Practicum Students and Bargaining Unit Work

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

28.5 Personal Property Damage

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

28.6 Workload

- (a) The Employer shall ensure that an employee's work is not unsafe.
- (b) Employees who believe that they are subject to unsafe conditions shall immediately report the problem(s) to the General Manager or their designate.
- (c) Employees may refer safety-related concerns to the Occupational Health and Safety Committee for investigation under Article 23 - Safety and Health for review and recommendations.
- (d) Employees may refer workload issues that are not safety related to the Labour Management Committee for review and recommendations.

28.7 Contract Out

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

ARTICLE 29 - CASUAL EMPLOYEES**29.1 Employment Status**

Casual employees are employed on an "on call" basis to cover the absences of regular employees and to augment staff during peak periods. Casual employees will be considered internal applicants when applying for vacancies.

29.2 Seniority

- (a) The Employer shall maintain a seniority list of casual employees which shall be supplied to the Union and posted on the bulletin boards by the last working day of each January, April, July and October.
- (b) Casual employees shall accumulate seniority retroactive to their start date after having worked 30 days. Seniority shall accumulate on the basis of all straight-time hours worked, and upon written notification by the Union, the hours paid for union business. Casual employees shall not accumulate seniority greater than the equivalent of full-time hours in any given calendar year.
- (c) Upon return to work from receiving WorkSafeBC wage replacement benefits, the casual employee shall be credited with seniority hours based on their weekly average over the 60 days prior to the commencement of the leave on WorkSafeBC.
- (d) A casual employee may become a regular employee only by successfully bidding into a regular vacancy.
- (e) When a casual employee is hired into a regular position, the total accumulated hours worked will be converted and credited as seniority.

29.3 Call-in Procedures

- (a) Qualified regular part-time and casual employees shall be called for available work in order of their seniority and availability, except that the Employer will first offer regular part-time employees the opportunity to extend a partial shift to a full shift. The casual register will contain both regular part-time and casual employees in order of seniority.
- (b) Part-time employees and casual employees shall submit their availability in writing by the first day of each month, for the following month. The Employer shall only be obliged to call an employee for those days and shifts which the employee has declared their availability;
- (c) A casual employee who does not submit availability for three consecutive months will be dropped from the casual register and deemed to have terminated their employment.
- (d) A casual employee may only change their availability by submitting the changes in writing to the Employer.

- (e) *Block Shifts*

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

- (f) *Refusals*

Casual employees who accept the offer of a shift have the same obligation as a regular employee would have to work the shift. In the event of illness, injury or medical/dental appointments that cannot be rescheduled a casual employee may cancel a shift already accepted but they must give 48 hours notice whenever possible.

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

A casual employee who refuses six shifts within a five month period will be dropped from the casual register and be deemed to have terminated their employment.

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

A casual employee who has worked less than two shifts within a six month period will be dropped from the casual register and be deemed to have terminated their employment.

(g) *Procedure for Calling*

(1) Employees wishing to be called for available work must provide one number at which they may be reached.

(2) Only one call need be made to any one employee provided that the telephone be allowed to ring a minimum of eight times. If the shift is refused, or there is no answer, or if a message is left, the Employer will then call the employee next on the seniority list. If a message is left, the caller will leave their name and the details of the shift being offered including the date, time, and hours of the shift.

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

(h) *Call Log*

A log will be kept of all calls made for casual call-in. The log book shall show:

- the date;
- employee called;
- the time called;
- the position and shift being called to fill;
- the outcome of the call (accept, decline, no answer, answering machine, message left);
- the signature of the caller.

(i) A casual employee who has already accepted a shift on a workday is not eligible for further call outs on that workday.

29.4 Leaves of Absence

The Employer may grant a leave of absence without pay, for a period not to exceed 90 days, to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave shall be in writing. Requests for leave under this article shall not be unreasonably withheld.

29.5 Benefits

- (a) Casual employees shall receive 8.6% of straight-time wages, in lieu of vacation and paid holidays.
- (b) Casual employees who reach 9,100 hours of work shall receive 10.6% of straight-time wages, in lieu of vacation and paid holidays.

29.6 Application of Agreement

Except as otherwise noted, the provisions of Articles 13 Layoff and Recall, 15 Hours of Work, 17 Paid Holidays, 18 Annual Vacations, 20 Workers Compensation and 24 Technological Change shall not apply to casual employees.

ARTICLE 30 - TERM OF AGREEMENT**30.1 Duration**

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

30.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after April 1, 2021, but in any event not later than midnight, April 30, 2021.
- (b) Where no notice is given by either party prior to April 30, 2021, both parties shall be deemed to have been given notice under this article on April 30, 2021.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Employer.

30.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 30.2 - Notice to Bargain, the parties shall, within 14 days after the notice was given, commence collective bargaining.

30.4 Changes in Agreement

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


30.5 Effective Date of Agreement

- (a) The provisions of the agreement shall come into full force and effect on the date of ratification, unless specified otherwise.
- (b) Wage rates, where applicable, shall be implemented in the second pay period after receipt of all funds. Retroactivity shall be paid in the following pay period.

30.6 Agreement to Continue in Force

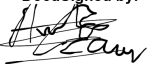
Both parties shall adhere fully to the terms of this agreement until a strike or lockout occurs.


**SIGNED ON BEHALF OF
THE UNION:**

DocuSigned by:

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Stephanie Smith
President


DocuSigned by:

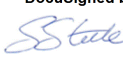
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Ana Canessa
Bargaining Committee

DocuSigned by:

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Avtar Bharaj
Bargaining Committee

DocuSigned by:

209FE7879B614B6...
Richard Tones
Staff Representative

**SIGNED ON BEHALF OF
THE EMPLOYER:**

DocuSigned by:

79B4A01185F1420...
James Liebenberg
President

DocuSigned by:

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Sean Steele
Lead Negotiator

Dated: October 26, 2021

**APPENDIX A
Wage Rates**

GSV Wage Table		Old Rate	New Rate
		1-Aug-18	Date of Ratification
Support Service Worker	Start	\$13.92	\$17.00
	1830	\$14.13	\$17.25
	3660	\$14.36	\$17.50
	5490		\$17.75
	7320		\$18.00
Cook	Start	\$19.48	\$21.00
	1830	\$19.79	\$21.40
	3660	\$20.10	\$21.70
	5490		\$22.00
	7320		\$22.40
Residential Care Aide	Start	\$19.52	\$21.00
	1830	\$19.83	\$21.75
	3660	\$20.11	\$22.25
	5490		\$23.00
	7320		\$24.00
Recreation Programmer	Start	\$20.37	\$21.75
	1830	\$20.68	\$22.25
	3660	\$20.99	\$22.50
	5490		\$22.90
	7320		\$23.30
Licensed Practical Nurse	Start	\$24.90	\$28.00
	1830	\$25.27	\$28.50
	3660	\$25.66	\$29.00
	5490		\$29.50
	7320		\$30.00

Retroactive Lump Sum

Each employee will receive a lump sum payment equal to 60¢ per hours for all hours worked from the date of expiry until the date government funded wage levelling was applied.

**MEMORANDUM OF AGREEMENT #1
Early Safe Return to Work**

The Union and the Employer agree that ill or injured employees may benefit from involvement in Early Safe Return to Work Programs which may involve a number of initiatives such as a gradual increase in hours of work up to full shift hours, modified work, workplace modification, a work hardening program or, if necessary, a change in work assignment.

Participation in such a program shall be voluntary for both the employee and the Employer and contingent upon the written consent of the employee's physician. The program shall be considered as part of the treatment/rehabilitation process shall be supernumerary. The Employer shall provide to the employee an outline of the conditions of the Return to Work Policy prior to the employee agreeing to participate.

The employee, an employer designate and the union steward will meet to agree on a suitable program.

A written program for the employee will include:

1. An overview of the employee's program plan, including its expected outcome end date. (Program shall not exceed six months)
2. The number of phases in the program, their duration and the number of hours to be worked per shift in each phase.
3. A detailed outline of employer and employee responsibilities under the program.
4. A schedule of evaluations to determine progress toward the program outcome. As a result of an evaluation, a program may be modified or discontinued by mutual consent of the parties.

Employees engaged in an Early Safe Return to Work Program shall be provided with a copy of the written program.

The employer designate shall be responsible for making all necessary arrangements for the employee's return to the workplace. The union steward shall be allowed time away from their usual assigned duties to meet with union members at the worksite to familiarize them with the terms and conditions of their co-worker's return to work and to ensure co-worker support and encouragement.

The Union and the Employer agree that employees participating in an Early Safe Return to Work Program for the minimum hours per week which defines part-time status under Article 14, are entitled to all the benefits of the agreement, on a proportionate basis, except medical, extended health, dental plan coverage and group life which shall be paid in accordance with Article 14.

**MEMORANDUM OF UNDERSTANDING #2
BC Target Benefit Pension Plan**

Upon ratification, the Employer will make application to the BC Target Benefit Pension Plan on behalf of employees for membership in the BC Target Benefit Pension Plan.

As of the date of a successful application to the BC Target Benefit Pension Plan, the Employer will enrol all employees who meet the eligibility requirements for membership in the BC Target Benefit Pension Plan.

Eligibility

Eligible employees for the purpose of the BC Target Benefit Pension Plan include all regular employees and casual employees who have completed at least 24 months of continuous employment and earning at least 35% of the YMPE in each of two consecutive calendar years. For new and existing employees to be eligible to participate in the BC Target Benefit Pension Plan, they must first complete the probationary period.

Contributions

The Employer's contribution rate shall be the percentage of each employee's gross earnings as shown below. The Employer shall also deduct the required percentage of gross earnings, from each eligible employee's gross earnings, and remit that amount together with the Employer's required contribution on behalf of each employee to the BC Target Benefit Pension Plan. Employees may, at their own discretion, make additional voluntary unmatched contributions to the BC Target Benefit Pension Plan by advising the Employer in writing of their desire to do so. The Employer shall deduct any such voluntary contributions from the employee's gross earnings and submit them with the required contributions to the BC Target Benefit Pension Plan.

Remittance of Contribution

- 1) All Employer and employee required contributions shall be paid to the BC Target Benefit Pension Plan no later than 10 days after the end of the payroll period in respect of which the contributions are applicable. The remittance shall be made in accordance with statutory regulations contained in the applicable Provincial Legislation.
- 2) The pension remittance report shall be submitted electronically to the BC Target Benefit Pension Plan by the Employer in an excel spreadsheet.
- 3) The information will be provided as follows:
 - SIN
 - Name
 - Employee contribution amount
 - Employer contribution amount
 - Employee Voluntary contribution amount

If the Employer's application to the BC Target Benefit Pension Plan is not successful, the Employer will establish a group RRSP within 60 calendar days. The eligibility and contribution provisions set out below will apply to the Group RRSP.

The Pension Plan will be implemented no later than July 1, 2021 subject only to plan rules. Contributions to the Pension Plan for both employee and employer will be 2% effective from the date of implementation of the plan.