

COLLECTIVE AGREEMENT

between the

WELL-BEING SERVICES (WRSV) LTD.

and the

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

Effective from June 1, 2017 to May 31, 2022

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DEFINITIONS

For the purpose of this agreement:

"*basic pay*" means the rate of pay in each wage schedule.

"*spouse*" is an employee's married or common-law spouse.

"*employee*" means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.

"*employer*" means Well-Being Services (WRSV) Ltd.

"*leave of absence with pay*" means to be absent from duty with permission and with pay.

"*leave of absence without pay*" means to be absent from duty with permission but without pay.

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

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

ARTICLE 1 - PREAMBLE

1.1 Preamble

The parties of this agreement determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

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

1.3 Conflict with Regulations

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

1.4 Use of Feminine and Singular Terms

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

1.5 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment by other employees.
- (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.

1.6 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 behavior based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity 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.

1.7 Complaints Procedure

In the case of a complaint of personal, psychological, or sexual harassment, pursuant to Clause 1.5 - Sexual Harassment and Clause 1.6 - Personal and Psychological Harassment above, the following procedure shall apply:

- (a) An employee allegedly being harassed by another employee, a manager, 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 or 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 Director. The Regional Director 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 harassment 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 sexual, personal or psychological harassment which are found to be in bad faith shall be cause for discipline, up to and including dismissal.

(e) Unresolved complaints under this provision shall be submitted by either the Union or the Employer to the investigator under Clause 8.15 - Investigator.

(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

(a) Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

(b) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification, but shall not include the general manager, director of care, resident care coordinator, recreation manager, support services manager, assisted living manager, marketing manager, head chef, administrative coordinator, maintenance manager, scheduler/receptionist or designate.

2.2 Correspondence

(a) 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 their 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 article in this agreement, shall be forwarded to the Chairperson of the union Bargaining Committee and to the President of the Union or their 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 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.

2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select three stewards and three alternates to represent employees who ideally will be representative of the care component and dietary component of the staff. The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or their alternate shall obtain the permission of their department head and in their absence the person in charge

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 department head and in their absence the person in charge.

Duties of the steward are:

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

2.6 Bulletin Board

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located at a place which is mutually agreed upon at the local level. Use of the bulletin board shall be restricted to the business affairs of the Union and the display of the union shop card.

2.7 Badges, Insignia and Union Shop Cards

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

2.8 Right to Refuse of 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.
- (c) Any employees assigned to cover essential services as defined in the *Labour Code* and the *Essential Services Disputes Act* shall be authorized and permitted to cross a legal picket line.

2.9 Unpaid Leave - Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted with 14 days' written notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;

- (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC, provided the dispute involves the Employer; or
- (4) to employees representing the Union in collective bargaining.

This provision does not apply to employees who are hired by the Union for a period greater than six months.

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

The Union agrees to reimburse the Employer within 28 days of receipt of billing from the Employer.

- (c) Long-term leave of absence without pay and without loss of seniority will be granted:
 - (1) for employees elected to a full-time position with the Union for a period of one year;
 - (2) for an employee elected the position of President or Treasurer of the B.C. Government and Service Employees' Union;
 - (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.

2.10 Membership Information

The Employer agrees to provide to the Union once a year, before the end of January, a list of all union members, their current job categories and employee status known to the Employer.

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 on a computer tape/disk or by modem. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

2.11 Technical Information

- (a) The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.
- (b) In January of each year the Employer shall provide to the Union a list of all employees in the bargaining unit, their job titles, addresses and their phone numbers.

ARTICLE 3 - UNION SECURITY

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

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer 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.
- (b) 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 deducted.
- (c) 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 and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (d) 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 on a computer tape/disk or by modem. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular 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.
- (f) 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.
- (g) 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.
- (h) 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 1st of the succeeding year.
- (i) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment.

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 of employment set out in the articles dealing with union security and dues check-off. A new employee shall be advised of the name and location of their steward. Whenever the steward is

employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the steward, who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes some time during the first 30 days of employment.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 Rights Reserved

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.

6.2 Employer Rules

The Employer may make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees, except that such rules of conduct 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 union bargaining committee shall be elected and consist of a maximum of three representatives of the bargaining unit,

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

7.3 Union Representatives

(a) The Employer agrees that access to its premises will be granted to a 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 Definition of Employees

(a) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work a minimum of 7.5 to up to 10 hours per day, depending on the employee's shift rotation, and a minimum of 35 hours per week, exclusive of unpaid meal breaks.

(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 35 hours per week, exclusive of unpaid meal breaks.

7.5 Casual Employees

(a) A casual employee is one who is employed in work that is not of a continuous nature, including coverage for vacation, illness or injury, or temporary work which is created by a special project or contract.

(b) Casual employees shall be paid 4% holiday pay based on gross earnings and paid on each paycheque.

(c) Casual employees, who have been employed for 30 days with the Employer, who work on a proclaimed statutory holiday as per Clause 16.1 - Paid Holidays shall be paid time and one-half if they have worked 10 days in the past 30 days in addition to the statutory holiday.

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

- (1) Article 1 - Purpose of Agreement
- (2) Article 2 - Recognition of the Union
- (3) Article 3 - Union Security
- (4) Article 4 – Check-off of Union Dues
- (5) Article 5 - Employer and Union Shall Acquaint New Employees
- (6) Article 6 - Employer's Rights
- (7) Article 7 - Employer and Union Relations
- (8) Article 8 - Grievances
- (9) Article 9 - Arbitration
- (10) Article 10 - Dismissal, Suspension and Discipline
- (11) Article 11 - Seniority 1
- (12) Article 12 - Vacancy Posting except for Clause 2.3 – No Other Agreement
- (13) Article 14 - Hours of Work; except for 14.3(a), (e), (g)
- (14) Article 15 - Overtime, except for 15.5(c), 15.6 and 15.8
- (15) Article 22 - Safety and Health
- (16) Article 24 - Contracting Out
- (17) Article 26 - Work Clothing and Related Supplies
- (18) Article 27 - Payment of Wages and Allowances; except Clauses 27.3 - Copies of Agreements and 27.4 – Volunteers and Bargaining Unit Work
- (19) Article 28 - Notice of New and Changed Positions
- (20) Article 30 - General Conditions
- (21) Article 31 - Term of Agreement

- (22) Appendix 1 - Procedure for calling Casual Employees for Work
- (23) Wage Schedule

Casual employees shall be paid in accordance with the job category in which they are employed.

A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

7.6 Casual Employee Probationary Period

- (a) Casual employees shall serve a probationary period of 488 hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.
- (b) A casual employee who has not completed probation under this article and who is reclassified as a regular employee shall serve a probationary period of 488 hours.
- (c) Where a casual employee who has completed probation is reclassified to a regular employee such employee shall not be required to serve another probationary period under Article 12 - Vacancy Postings, but will be required to complete the qualifying period under Clause 12.5 - Qualifying Period.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

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

8.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local department head. The aggrieved employee shall have the right to have 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.

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

8.3 Time Limits to Present Initial Grievance

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

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

8.4 Step 2

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

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

(b) The general manager/designate or their designate shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

8.5 Time Limit to Reply at Step 2

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

8.6 Step 3

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

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

8.7 Time Limit to Reply at Step 3

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

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3 and pursuant to Article 9 – Arbitration, the President or their 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; or
- (b) 30 days after the Employer's decision was due.

8.9 Administrative Provisions

(a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.

(b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.

(c) In the event of a dispute, lockout, or other work stoppage in a Canada Post Office within British Columbia, this section shall not apply.

(d) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

8.10 Management Grievance

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

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

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

8.11 Time Limits

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

8.12 Deviation from Grievance Procedure

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

8.13 Policy Grievances

Where either party to this agreement disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the administrator, their designate or the Union within 30 calendar days of the occurrence. Where no satisfactory agreement is reached, either party, within a further 14 calendar days, may submit the dispute to arbitration, as set out in Article 9 - Arbitration of this agreement.

8.14 Dismissal or Suspension

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

8.15 Investigator

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

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

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

ARTICLE 9 - ARBITRATION

9.1 Notification

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

9.2 Composition of the Board of Arbitration

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party of the agreement within seven days:

- (a) Within seven days thereafter, the other party shall indicate the name of its appointee to the Board of Arbitration. The two appointees shall then select an impartial chairperson.
- (b) Either party may refer the matter to a mutually agreed single arbitrator.

9.3 Failure to Appoint

If the recipient of the notice fails to appoint a nominee or the two appointees fail to agree upon a chairperson within seven calendar days of their appointment, the appointment shall be made by the Ministry of Labour, at the request of either party.

9.4 Decision of Board

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

9.5 Disagreement on Decision

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

9.6 Expenses of Arbitration

Each party shall pay:

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

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 Expedited Arbitration

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

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

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

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, the burden of proof of just cause shall rest with the Employer, except in the case of probationary employees.

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 their 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, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (b) Upon the employee's written request, any such document, other than official performance appraisals shall be removed from the employee's file after the expiration of 24 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 or patient abuse, the 24 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 maternity leave.

10.4 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within 48 hours of receipt of the appraisal. The form shall provide for the

employee's signature in two places, one indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall receive a copy of this evaluation report at the time of signing.

All final employee performance appraisals shall form part of the employee's record.

If the employee doesn't submit a grievance on the content of the appraisal within 21 days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a part of the employee's record.

10.5 Personnel File

(a) An employee, or the President of the Union (or their 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, 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.

Access to the file shall be not later than seven days after notice is received.

10.6 Right to Have Steward Present

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

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

Where an administrator/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 administrator/designate, providing that this does not result in an undue delay of the appropriate action being taken.

10.7 Employment Abandoned

Any employee who fails to report for work and does not notify their 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

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

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

11.2 Seniority lists

Four times each year, the Employer will post on the union bulletin board a seniority list covering all employees. The seniority list shall be revised and updated every three months. The list shall be posted no later than 15 days following March 31st, June 30th, September 30th and December 31st. The seniority lists shall include the name, department, and straight-time hours paid up to and including March 31st, June 30th, September 30th and December 31st. A copy of the seniority lists shall be supplied to the President of the Union or designate and to the bargaining unit 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) they are discharged for just cause;
- (b) they voluntarily terminates their employment;
- (c) they are on layoff for more than 12 months;
- (d) they abandon their position in accordance with Clause 10.7 – Employment Abandoned;
- (e) they are on layoff and fail 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 Same Service Seniority Date

Where seniority rights are in dispute, and two or more employees have the same amount of seniority, the matter will be determined by the hire date unless that date conflicts then a method that is mutually agreed to by the parties.

ARTICLE 12 - VACANCY POSTING

12.1 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.

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

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

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

(d) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of two months or less shall be filled in accordance with Appendix 1.

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

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

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

12.2 Eligibility to Apply for Postings

Employees who post into any temporary vacancy in the same classification will not be eligible to apply for any further temporary vacancy whose schedule conflicts with the current temporary position.

12.3 Selection Criteria

The successful applicant will be determined on consideration of the qualifications, knowledge, education, skills, experience, efficiency and personal suitability. Where two or more applicants are equal, the one with the greater seniority within the classification will be selected. Seniority hours shall be calculated to the pay period immediately preceding the posting.

12.4 Probationary Period

It is understood that all new employees will be subject to a probationary period of 488 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 they have been appointed.

12.5 Qualifying Period

(a) When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of 488 hours worked. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to 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 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 she has completed the qualifying period.

(c) Notwithstanding Clause 12.5(a), 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 (e.g. 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.

12.6 Applications from Employees

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

12.7 Right to Grieve

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

12.8 Vacancy posting

If a regular employee is absent from their position for more than 24 months as a result of a medical claim, such position will be posted in accordance with the provisions of Article 12 – Vacancy Postings.

When the employee is on claim for more than 24 months is medically able to return to work, they shall be placed into an equivalent position. The requirement to post this position per this article shall be waived for the employee.

ARTICLE 13 - LAYOFF AND RECALL

13.1

In the event of a layoff, the following shall apply:

- (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 (d).
- (b) bumping rights must be exercised within seven calendar days of notification of layoff by providing written notice to the general manager or designate.
- (c) employees on layoff shall be recalled by department in order of seniority subject to ability to do the work available;
- (d)
 - (1) after three consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one week's wages as compensation for length of service.
 - (2) the Employer's liability for compensation for length of service increases as follows:
 - (i) after 12 consecutive months of employment, to an amount equal to two weeks' wages;
 - (ii) after three consecutive years of employment, to an amount equal to three weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of eight weeks' wages.
 - (3) the liability is deemed to be discharged if the employee
 - (i) is given notice of termination as follows:
 - a. one weeks' notice after three consecutive months of employment;

- b. two weeks' notice after 12 consecutive months of employment;
 - c. three weeks' notice after three consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight weeks' notice.
- (ii) is given a combination of written notice under (d)(3)(i) and money equivalent to the amount the Employer is liable to pay, or
 - (iii) terminates the employment, retires from employment, or is dismissed for just cause.

13.2 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 Clause 13.1(d).

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.

13.3 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) 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.
- (b) 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.
- (c) 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 Clause 13.1(d) they will be placed on the casual and recall lists for 12 months.
- (d) Any regular employee without a line in the new work schedule will be given notice of layoff in accordance with Article 13 - Layoff and Recall.
- (e) Any positions remaining vacant at the end of the job fair process will be posted in accordance with Clause 12.1 - Postings.

ARTICLE 14 - HOURS OF WORK

14.1 Continuous Operation

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

14.2 Hours of Work

The hours of work of a regular full-time employee will normally be seven and one-half hours per day, exclusive of an unpaid meal period, and an average of 35 and 37½ hours per week.

14.3 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 mutual 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 - Overtime.
- (c) Employees may request a split shift and the Employer may grant the request if operational requirements are met and if the other employees are not negatively impacted.
- (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 they do not commence work, and a minimum of four hours pay at their regular rate of pay if they commence work.
- (e) Employees may exchange shifts with the prior approval of the Employer, provided that a minimum of 48 hours advance notice in writing is given and there is no increase in cost to the Employer.
- (f) If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of the next 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) Where the Employer plans to implement a significant change in the shift schedule of regular employees, which will affect a majority of employees in the rotation, the change may be made provided that:
 - (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) If there is a change in rotation, that rotation will be posted for 14 days in advance. Employees who have been directly impacted by the change in rotation shall have seven days after the close of the posting to bid on a maximum of three shifts. Appointments will be based on seniority. Any unfilled shifts will be posted and filled based on Clause 12.3 – Selection of Criteria.

14.4 Shift Differential

Effective the date of ratification, employees shall be entitled to shift differential premiums on the following basis:

- (a) 75¢ per hour for all hours worked on the night shift from 22:00 to 6:00;

(b) 50¢ per hour for all hours worked between 00:01 hours Saturday morning until 23:59 hours Sunday evening.

(c) A shift premium of \$1 will be added for registered nurses and registered care aides for all hours worked on the night shift from 22:00 to 6:00. There shall be no pyramiding with (a) or (b) above e.g. the said classification will not receive both (a) and (c) differential.

There shall be no pyramiding; e.g., the night shift on the weekend does not receive both (a) and (b) differential.

14.5 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 14.2 – Hours of Work.

(c) The issue of designated staff areas for rest and lunch areas and the appropriate use of those areas will be discussed at the Joint Labour/Management Committee meeting.

ARTICLE 15 - OVERTIME

15.1 Definition of Overtime

(a) "*Overtime*" means authorized work performed by an employee in excess of the hours of work outlined in Clause 14.2 – 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 14.2 - 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.

15.2 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 administrator or designate in charge.

15.3 Right to Refuse Overtime

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

15.4 Overtime for Part-Time Employees

A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than 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.

15.5 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half for the first three hours of overtime on a regularly scheduled workday;
- (b) double-time in excess of (a);
- (c) subject to Clause 15.4 – Overtime for Part-Time Employees, time and one-half for all hours worked on a scheduled day of rest, but employees shall not have the day off rescheduled.

15.6 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.

15.7 Rest Interval

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.

15.8 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 14.3(e) - Scheduling.

15.9 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half hours overtime following their scheduled hours of work shall be provided with a meal at the Employer's expense.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

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

New Year's Day	Thanksgiving Day
Canada Day	Boxing Day
Labour Day	Good Friday
Remembrance Day	Easter Monday

Christmas Day
Victoria Day

BC Day
Family Day (3rd Monday in February)

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

16.2 Holiday Falling on a Scheduled Workday

In addition to Clause 16.1 – Paid Holidays, a regular employee who works on a statutory holiday, referred to in Clause 16.1 – Paid Holidays, shall be paid at the rate of one and one-half times their rate of pay.

16.3 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.

16.4 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off, based on seniority, staffing requirements and the holiday shifts worked the previous year. Employees shall indicate their preference in writing on or before November 1st of each year.

16.5 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 they shall receive the higher rate.

ARTICLE 17 - ANNUAL VACATIONS

17.1 Vacation - Effective the Date of Ratification

Vacation pay for regular employees shall be calculated as follows:

Years of Service	% of Straight-Time Earnings
1 to 3 years continuous service	4%
4 or more years of continuous service	6%

Note: annual hours of work for full-time employees is 1950 hours.

17.2 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.

17.3 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 themselves, 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.

17.4 Vacation Scheduling

Subject to operational requirements, scheduling of vacations and leave under this article shall be in accordance with seniority as per Article 11 - Seniority within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

No employee shall be entitled to more than four vacation periods, per vacation year unless mutually agreed.

17.5 Vacation Schedules

- (a) Employees shall submit their vacation requests to their supervisor on or before:
 - (1) November 1st for the period January 1st through April 30th; and
 - (2) March 1st for the period May 1st through December 31st.
- (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) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

17.6 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.

17.7 Vacation Credits upon Death

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

17.8 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 18 - SICK LEAVE

18.1 Sick Leave Entitlement

Regular employees who have completed their probationary period shall receive 37½ hours of sick leave per calendar year, prorated for employees scheduled to work less than 1950 hours per year. Sick pay shall be compensated at 75% of their regular pay. These hours shall be non-cumulative.

18.2 Employee to Inform Employer

The employee shall advise the general manager/designate at least 24 hours 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, the nature of the illness or injury, and the probable date of their return to work.

Employees who are absent from work because of sickness shall contact the general manager/designate on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

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.

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

The general manager may require employees who are absent from work due to illness exceeding three consecutive shifts, exceed five sick leave occurrences in one calendar year or appear to have a pattern of absences, to provide a medical certificate. The cost of obtaining a medical certificate will be borne by the employee.

18.3 Expiration of Sick Leave Credits

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

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

Employees who wish to continue to coverage under Clause 24.1 - Plans may do so provided the employee pays the full cost of the premiums.

18.4 Probationary Period

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

18.5 Third Party Coverage

In the event that 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 19 - WORKERS COMPENSATION.

19.1 Sick Leave/Workers Compensation

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

19.2 Benefits While on Compensation

Regular employees who are absent from work and in receipt of WCB 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 shall continue to accrue
- (b) Vacation accrual and paid holidays will continue to accrue for the first 20 working days on a claim. Once the claim exceeds 20 working days, paid holidays and vacation credits will not accrue. However, unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.
- (c) Health and Welfare will continue to apply as if the employee were at work for the first 20 working days on the claim.

19.3 Employee to Contact Employer

Employees commencing a WCB leave are required to provide the Employer with current contact information in writing including home and mailing address and home or cell phone number. Employees are also required to provide in writing to the Employer any changes to their contact information as it occurs.

Employees who are absent from work due to a Workers' Compensation Board related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

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

ARTICLE 20 - SPECIAL AND OTHER LEAVES

20.1 Special Leave

In the event of a sudden serious illness of a spouse or child residing with the employee, and when no alternative person to care for the sick person is available and provided that the employee has made every effort to provide alternative care, up to two days may be taken from the employee's accumulated sick leave credits to care for the ill spouse or child.

20.2 Compassionate Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or

support to a gravely ill family member at risk of dying within 26 weeks. The employee will be required to provide documentation to support their request for such leave. There will be no interruption in the accrual of seniority or benefits provided.

20.3 Bereavement Leave

- (a) In the event of the death of an immediate family member, an employee who is not on unpaid leave of absence shall be entitled to bereavement leave, at their regular rate of pay, for three days. The employee may be entitled to two additional days off, without pay, to travel in conjunction with the bereavement leave day.
- (b) In the alternative to (a) above, if an established ethno-cultural 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 the bereavement leave day and any necessary travel time referred to (a), at the time of the ceremonial occasion.
- (c) Immediate family is defined as an employee's parents, spouse, child, brother, sister, father in law, mother-in-law, brother-in-law, sister-in-law, grandparent, and any other relative permanently residing in the employee's household or with whom the employee resides.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

20.4 Unpaid Leave for Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office as per Clauses 20.5 – Unpaid Leave and 20.6 – Health and Welfare Benefits While on Unpaid Leave of Absence.

20.5 Unpaid leave

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

20.6 Health and Welfare Benefits While on Unpaid Leave of Absence

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

20.7 Education Leave

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) When an employee goes on approved education leave, upon completion of the leave they will return to their former position.
- (c) Educational courses referred to on a job description shall not be paid for by the Employer.

20.8 Jury Duty and Leave for Court Appearances

Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, 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 their by the court, except travelling and meal allowances not reimbursed by the Employer.

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

ARTICLE 21 - MATERNITY AND ADOPTION LEAVE

21.1 Maternity Leave

- (a) A pregnant employee who requests leave under this agreement is entitled to 17 weeks of unpaid leave:
 - (1) *Beginning*
 - (i) no earlier than 11 weeks before the expected birth date; and
 - (ii) no later than the actual birth date.
 - (2) *Ending*
 - (i) no earlier than six weeks after the actual birth date, unless the employee requests a shorter period; and
 - (ii) no later than 17 weeks after the actual birth date.
- (b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to six consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (c) An employee is entitled up to six additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Subsection (a) or (b).
- (d) A request for leave must:
 - (1) be given in writing to the Employer;

- (2) if the request is made during the pregnancy, be given to the Employer at least four weeks before the day the employee proposes to begin leave; and
 - (3) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Subsection (c).
- (e) A request for a shorter period under Subsection (a)(2)(i) must:
- (1) be given in writing to the Employer at least one week before the date the employee proposes to return to work; and
 - (2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

21.2 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 21.1 – Maternity Leave in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause 21.1 – Maternity Leave unless the Employer and the employee agree otherwise
 - (2) for a birth mother who does not take leave under Clause 21.1 – Maternity Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after the event
 - (3) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event and
 - (4) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning 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 leave.
 - (4) An employee's combined entitlement to leave under Clauses 21.1 – Maternity Leave and 21.2 – Parental Leave is limited to 52 weeks plus any additional leave the employee is entitled to under Clauses 21.1(c) – Maternity Leave or 21.2(b) – Parental Leave.

21.3 Return from Leave

An employee on maternity or parental leave pursuant to Clauses 21.1 – Maternity Leave and 21.2 – 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.

21.4 Benefit Plan

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

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

21.5 Sick Leave

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

21.6 Vacation

The employee shall retain vacation credits she 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 her leave for other than approved medical reasons, vacation entitlement shall not be earned during the extended leave period.

21.7 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity or parental leave shall retain the seniority they have 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 on the notice of return from leave.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Safety Committee

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

- (a) two representatives appointed by the Employer; and
- (b) two representatives or their alternate(s) as appointed by the Union. The union representatives shall be employees at the workplace.

22.2 Committee Responsibilities

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

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

22.3 Date of Injury

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury 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.

22.4 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.

22.5 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.

22.6 Lieu Time to Attend Meetings

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

22.7 Investigation of Accidents

The Occupational Health and Safety Committee 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 the Workers' Compensation Board.

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

ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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

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

Any employee classified as a regular employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which they are employed.

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

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

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

ARTICLE 24 - HEALTH AND WELFARE**24.1 Plans**

The Employer agrees to provide the following health and welfare plans to eligible employees:

(a) *Medical Plan*

The British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer will pay 100% of the premium for eligible employees and their dependants.

(b) *Dental Plan*

A dental plan covering 80% of the costs of the basic plan and 50% of the cost of major restorative plan. The basic plan and the major restorative plan are subject to a maximum of \$1000 per year combined. The premiums for such plans shall be 100% employer paid, for eligible employees and their dependants.

(c) *Group Life and Accidental Death and Dismemberment*

A group life insurance policy and an accidental death and dismemberment policy, the premiums for which shall be 100% employer paid, for eligible employees.

(d) *Extended Health Care Plan*

An extended health care plan, with a 25/25 deductible and unlimited lifetime maximum for claims, covering 100% of the cost beyond the deductible, the premiums for which shall be 100% employer paid, for eligible employees and their dependants. Maximum \$5000 per year for nursing care and \$500 every five years for hearing aids. Maximum \$200 every two years for corrective lenses. Lifetime maximum of \$1,000,000 for out-of-Canada emergency services. Annual maximum of \$15,000 per person for prescription drugs. A drug card will be provided and prescription drug coverage will be determined in accordance with an evidence based drug plan.

(e) *Evidence-based Drug Plan*

Effective June 1, 2019, reimbursement of eligible drugs and medicines are subject to the Evidence-based Drug Plan (tiered formulary found in "My Drug Plan" with Sunlife Financial, which reimburses 100% for drugs in tier one, 70% for drugs in tier two and 40% for drugs in tier three.

24.2 Commencement of Coverage

(a) Coverage under the provisions of this article shall apply to regular full-time and regular part-time employees who work 20 hours or more per week and shall commence the first day of the calendar month immediately following the completion of the employee's probationary period. Employees hired prior to June 1, 2014 will have benefit coverage commence on the first day of the month following ratification.

(b) *Casual Employees Working Regular Assignments Exceeding Six Continuous Months*

Casual employees who temporarily fill a regular full-time or regular part-time position are entitled to the health and welfare plans specified under this article provided the assignment exceeds six continuous months in duration and the employee works at least 20 hours or more per week. Benefits will apply for the duration of the temporary assignment only and shall commence the first day of the calendar month immediately following the completion of 488 hours of work at the facility.

Benefits will not apply to casual employees who fill a series of regular full-time or regular part-time positions of less than six months duration even though the cumulative number of assignments exceeds six months duration or longer.

24.3 Employer to Arrange for Coverage

The Union recognizes and agrees that the Employer's obligations and liability with regard to providing the benefit and insurance coverage agreed to herein is in all events limited to arranging for the underwriting coverage by the insurer(s) and for the internal procedural administration of the plans. The Employer cannot be held liable for refusal by the insurer(s) to underwrite any plan, for cancellation of coverage of any plan by the insurer(s) or for the rejection of any claim or claims by the insurer(s).

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.1 Paydays

- (a) Employees shall be paid biweekly by direct deposit.
- (b) The distribution of paycheque stubs shall be as per current practices.

25.2 Pay on Temporary Assignment

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

25.3 Mileage

An allowance of 50¢ per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

ARTICLE 26 - NOTICE OF NEW AND CHANGED POSITIONS

26.1 Job Descriptions

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

26.2 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 27 - GENERAL CONDITIONS

27.1 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.

27.2 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.

27.3 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, the Union shall print 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.

27.4 Volunteers and Bargaining Unit Work

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

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

27.5 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, provided such personal possessions are of a type suitable for use while on duty.

27.6 Joint Labour/Management Committee

- (a) The parties agree to establish a joint committee composed of two employees appointed by the Union and two representatives of the Employer.
- (b) The Joint Committee shall meet 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.

- (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 it in this agreement;
 - (4) to review workplace best practices and workload issues.
 - (5) Minutes of Joint Committee Meetings shall be transcribed by the Employer and distributed to committee members.

27.7 Employee Access to Leave Records

Employees shall have access to their own leave records for sick leave, special leave, and vacation. Upon request, these shall be provided within a reasonable period of time.

ARTICLE 28 - TERM OF AGREEMENT

28.1 Duration

This agreement shall be binding effective from June 1, 2017 to May 31, 2022.

28.2 Notice to Bargain

- (a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after February 28, 2022 but in any event, no later than midnight on April 30, 2022.
- (b) Where no notice is given by either party prior to April 30, 2022, both parties shall be deemed to have given notice under this section on April 30, 2022.
- (c) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the general manager.

28.3 Change in Agreement

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

28.4 Agreement to Continue in Force

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

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

28.5 Effective Date of Agreement


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

**SIGNED ON BEHALF OF
THE UNION:**

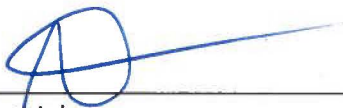
**SIGNED ON BEHALF OF
THE EMPLOYER:**



Stephanie Smith
President




Tony Arimare
Negotiator




Jenny Joly
Bargaining Committee Chair



Jennie Deneka, Partner
Pacific Reach Seniors Housing Management



Janice Prasad
Bargaining Committee



Amrita Sanford
Staff Representative

Dated this 5 day of March, 2020.

**APPENDIX 1
Casual Call-in**

(1) *Casual Register*

- (a) Part-time employees who are registered for casual work, will be called first, in order of seniority.
- (b) Casuals will be called, in order of seniority, following the part-time employees.
- (c) Any dispute regarding a casual shift that will be worked three days or more from the booking date, must be discussed with the general manager/designate prior to the commencement of that shift.
- (d) Any other dispute regarding casual shifts will be handled via the grievance procedure.
- (e) In the event of a dispute the Union shall have access to the log book(s).

(2) *Part-Time Employees*

(a) Part-time employees may register for casual work as long as this does not conflict with their regularly scheduled hours of work. For example, a situation where a conflict occurs is if you are scheduled for a shift (i.e. six hours) and another shift (i.e., seven and one-half hours) becomes available on the same day.

(b) Notwithstanding (a) above, regular part-time employees on the casual register will be offered first opportunity to fill vacant shifts and blocks less than two calendar months.

If a regular part-time employee accepts a block rotation, the resulting vacancy will be filled by the most senior casual.

There will be no resulting overtime in accepting additional shifts or filling a vacant block.

Any shift or block must be completed as accepted.

(c) Part-time employees must notify the manager/designate, in writing, by the 1st of each month of their availability for casual work.

Example: employee notifies manager by March 1st that they are available for casual work in April as follows:

- April 5 – available
- April 20, 21, 22 – available
- April 25 – available

(d) Once part-time employees have provided notice of availability in writing, they will be placed on the casual register, in order of seniority for the following month. If the employee's availability changes, they must notify the Employer as soon as possible.

(3) *Casual Employees*

(a) "Short Calls" (i.e., less than 24 hours' notice) only casual employees will be contacted for "short calls".

(b) Casual employees must notify the manager/designate, in writing, by the 1st of each month of their availability for casual work and the days that they are available to work a shift with less than 24 hours' notice (for "short calls") for the following month. If the employee's availability changes, they must notify the Employer as soon as possible.

Example: employee notifies manager by March 1st that they are available for casual work in April as follows:

- April 5 – available with 24 hours' notice for short calls
- April 20, 21, 22 – available but require more than 24 hours' notice
- April 25 – available with 24 hours' notice for short calls

(c) Casual employees have the right to refuse one shift per month from their "*stated availability*" submitted to the manager. If a casual employee refuses six shifts within a five month period, on the sixth refusal, they will lose all their seniority and be placed on the bottom of the casual call-in list.

Further, if this employee refuses three shifts within a three month period, they will be deemed to have terminated their employment.

(4) *Procedure for Calling Part-Time and Casual Employees for Casual Work*

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

(b) For "*short calls*", to fill shifts within 24 hours, casuals only will be called in order of seniority and availability.

(c) For block shifts or shifts that occur beyond 24 hours, all staff (part-time and casual) shall be called for the shift, if they are eligible to take it.

(d) If a shift will put an employee beyond regular hours (i.e., overtime), then that employee shall not be eligible to pick up that shift.

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

- 1) the date
- 2) employee called
- 3) time called
- 4) the position/shift being called to fill
- 5) the outcome of the call (accept, decline, no answer, answering machine, message left)
- 6) signature of caller

(f) If no answer after six rings, the caller shall make note in the log book and move to the next available employee on the casual register. If an answering machine is reached or person is available to take a message, the caller shall leave a message saying "*White Rock Seniors Village calling, please call regarding an available shift*" and note "*answering machine*" or "*message left*" in the log book. The caller will then proceed down the list as outlined in Point 2(a) above.

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

APPENDIX 2

Wages

- Five year agreement, effective June 1, 2017 to May 31, 2022
- Wage parity with Well Being Services Peace Portal Lodge Ltd. (PPL)

- effective date of ratification, all grid 2 and 3 employees, for all classifications, will move to the current rates (as of November 29, 2018) for PPL
- any employee equal to or above the PPL grid shall be *red-circled* until the new wage grid catches up to their current rate.
- Date of ratification is December 11, 2018.

Classification	Hours	June 1/16	Dec 11/18	Mar 1/19	June 1/19	June 1/20	June 1/21
		Current	Parity to PPSV	0.5%	2.00%	2.00%	2.00%
RN	Start	\$32.62	\$32.62	\$32.78	\$33.44	\$34.11	\$34.79
	First Year	\$33.12	\$34.79	\$34.96	\$35.66	\$36.38	\$37.10
	Second Year	\$33.62	\$35.93	\$36.11	\$36.83	\$37.57	\$38.32
LPN	Start	\$22.43	\$22.43	\$22.54	\$22.99	\$23.45	\$23.92
	1872 hrs	\$22.77	\$26.74	\$26.87	\$27.41	\$27.96	\$28.52
	3744 hrs	\$23.12	\$27.03	\$27.17	\$27.71	\$28.26	\$28.83
RCA	Start	\$16.83	\$16.83	\$16.91	\$17.25	\$17.60	\$17.95
	1872 hrs	\$17.09	\$19.11	\$19.21	\$19.59	\$19.98	\$20.38
	3744 hrs	\$17.34	\$19.40	\$19.50	\$19.89	\$20.29	\$20.70
Cook 1	Start	\$18.57	\$18.57	\$18.66	\$19.04	\$19.42	\$19.81
	1872 hrs	\$18.84	\$18.84	\$18.93	\$19.31	\$19.70	\$20.09
	3744 hrs	\$19.13	\$19.13	\$19.23	\$19.61	\$20.00	\$20.40
Dietary Aide	Start	\$13.85	\$13.85	\$13.92	\$14.20	\$14.48	\$14.77
	1872 hrs	\$14.07	\$16.65	\$16.73	\$17.07	\$17.41	\$17.76
	3744 hrs	\$14.28	\$17.60	\$17.69	\$18.04	\$18.40	\$18.77
Housekeeping Aide	Start	\$13.85	\$13.85	\$13.92	\$14.20	\$14.48	\$14.77
	1872 hrs	\$14.07	\$16.65	\$16.73	\$17.07	\$17.41	\$17.76
	3744 hrs	\$14.28	\$17.60	\$17.69	\$18.04	\$18.40	\$18.77
Laundry Aide	Start	\$13.85	\$13.85	\$13.92	\$14.20	\$14.48	\$14.77
	1872 hrs	\$14.07	\$16.65	\$16.73	\$17.07	\$17.41	\$17.76
	3744 hrs	\$14.28	\$17.60	\$17.69	\$18.04	\$18.40	\$18.77
Activity Aide	Start	\$17.35	\$17.35	\$17.44	\$17.79	\$18.14	\$18.50
	1872 hrs	\$17.62	\$17.62	\$17.71	\$18.06	\$18.42	\$18.79
	3744 hrs	\$17.89	\$17.89	\$17.98	\$18.34	\$18.71	\$19.08
Recreation Aide	Start	\$18.35	\$18.35	\$18.44	\$18.81	\$19.19	\$19.57
	1872 hrs	\$18.63	\$19.11	\$19.21	\$19.59	\$19.98	\$20.38
	3744 hrs	\$18.91	\$19.40	\$19.50	\$19.89	\$20.29	\$20.70

It is agreed by the parties as per Appendix 3 and 4 employees hired prior to June 1, 2014 will start at the 3900 hours in the above grid.

APPENDIX 3

Calculation of Seniority for the First Collective Agreement.

Each employee will be responsible to provide information and/or evidence to establish their seniority hours and/or service date at the worksite. The employee shall provide this information by June 1, 2014.

The Employer will prepare a seniority list and entered service date which will be posted at the worksite within 30 days of June 1, 2014. The posted seniority list and entered service date shall be subject to correction for a further 30 days after which date, both lists shall be final and binding.

Regular and part-time employees will have seniority hours calculated as follows:

full-time = 1950 hours x years of service

part-time = 975 hours x years of service

Where an employee has been hired prior to June 1, 2014 and has not provided the above there will be seniority hours recognized as per Appendix 3 or Appendix 4.

The above will apply only to newly hired employees hired prior to June 1, 2014 to White Rock Seniors Village who were previously employed by:

- Provita
- Wescana

APPENDIX 4 Recognition of Service Seniority

This will apply only to newly hired employees hired prior to June 1, 2014 to White Rock Seniors Village who were previously employed by:

- Teresa Baer, Christina Place
- Elisa Fidel, Christina Place
- Glenda Fossum, Oceanview

Each Employee will be responsible to provide information and/or evidence to establish their seniority hours and/or service date at the worksite. The employee shall provide this information by June 1, 2014.

The Employer will prepare a seniority list and entered service date which will be posted at the worksite within 30 days of June 1, 2014. The posted seniority list and entered service date shall be subject to correction for a further 30 days after which date, both lists shall be final and binding.

Regular employees will have seniority hours calculated as follows:

full-time = 1950 hours x years of service

part-time = 975 hours x years of service

Where an employee has been hired prior to June 1, 2014 and has not provided the above there will be seniority hours recognized as per Appendix 4.

MEMORANDUM OF AGREEMENT Staff Meals

The parties agree that the following shall govern the price charged to employees for staff meals effective date of ratification, all employees shall pay the following for meals until the end of this agreement:

WRSV
Breakfast/Lunch/Dinner\$4

MEMORANDUM OF AGREEMENT
Contracting Out

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

This memorandum of agreement will expire on May 31, 2022.

MEMORANDUM OF AGREEMENT
Workload Review Committee

The Labour Management Committee at White Rock Seniors Village (WRSV) will be expanded for purposes of constituting a workload review committee. The expansion will consist of one person appointed by the BCGEU and one person appointed by WRSV.

The purpose of the review is to assess workload levels, determine contributors to workload increases, identify tools and ideas to address workload.

The Committee will have the authority to consider topics that include challenges in relation to and strategies to improve upon:

- recruitment, orientation and retention of new hires
- stability and continuity of staff
- the issue of working short
- ensuring appropriate and adequate supplies, tools, and appliances are maintained and repaired to assist staff in carrying out their duties.

The Committee will make initial recommendations to the Employer and the Union no later than July 31, 2019. The Committee will continue for the term of the collective agreement to discuss emerging challenges and discuss recommendations to address them.