

COLLECTIVE AGREEMENT

between the

**ALEXANDER MACKIE LODGE
(WESTERN COMMUNITY SENIORS LOW COST HOUSING SOCIETY)**

and the

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

Effective from November 1, 2019 to October 31, 2022

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DEFINITIONS

For the purpose of this agreement:

- (a) "*Basic pay*" - means the established wage rate paid to an employee.
- (b) "*Code*" - means BC *Labour Code*
- (c) "*Common-law spouse*" - includes individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (d) "*Continuous service*" - means uninterrupted regular employment with the Employer.
- (e) "*Day*", "*week*", "*month*", "*year*" - means a calendar day, week, month, year unless otherwise specified in this agreement.
- (f) "*Day of rest*" - means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include the days the employee is on leave of absence or vacation.
- (g) "*Dependant child*" - an employee's spouse, legal or common-law; an unmarried person who is your natural child; or an adopted child, stepchild, foster child, or a child of a common-law spouse, who resides with you and is dependent on you for support and who is younger than 21 years of age; or 21 years but younger than 25 years of age, and in full-time attendance at an accredited institute of learning, and dependent on you for support; or 21 years or older and incapable of self-sustaining employment due to a mental or physical handicap. Such child's coverage will be continued under the contract, provided the child was covered under the contract as a dependant on the day prior to their 21st birthday and remains dependent on you for support.
- (h) "*Employee*" - means a member of the bargaining unit who receives wages from the Employer:
 - (1) "*Regular employee*" - means an employee who is regularly scheduled to work.
 - (2) "*Casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis.
- (i) "*Employer*" - means Western Community Seniors Low Cost Housing Society, doing business at 753 Station Avenue, Victoria, BC, V9B 0Z5.
- (j) "*Holiday*" - means the 24 hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement.
- (k) "*Layoff*" - means a cessation of employment resulting from a reduction of the amount of work required to be done by the Employer.
- (l) "*Leave of absence with pay*" - means to be absent from duty with permission and with pay.
- (m) "*Leave of absence without pay*" - means to be absent from duty with permission but without pay.
- (n) "*Resignation*" - means a voluntary notice by the employee that they are terminating their service on the date specified.
- (o) "*Spouse*" - means a person to whom the employee is legally married and shall be deemed to be a person who resides with the employee.

- (p) "Union" - means the B.C. Government and Service Employees' Union.
- (q) "Workday" - is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;

ARTICLE 1 - PREAMBLE

1.1 Care and Services to Residents

The parties agree that residents and tenants of Alexander Mackie Lodge and participants in the Alexander Mackie Lodge programs have the right to be secure in the knowledge that they will receive appropriate, efficient and uninterrupted care and services through the cooperative efforts of the Employer and employees.

1.2 Purpose of Agreement

The purpose of this agreement is to maintain a harmonious relationship between the Employer, its employees and the Union and to set forth those terms and conditions of employment affecting employees covered by this agreement.

1.3 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 mediated/arbitrated pursuant to Article 9 of the collective agreement.

1.4 Conflict with Regulations

In the event that there is a conflict between an express provision 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.

1.5 Human Rights Code

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

1.6 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.

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 dated: July 22, 2014, but shall not include the Executive Director and excluded employees.

2.2 Correspondence

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 a potential difference in the interpretation of any article in this agreement, shall be forwarded to the President of the Union or the designated staff representative.

2.3 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select their stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards. A steward shall obtain the permission of the Executive Director and in their absence the person in charge before leaving their work to perform the duties of a steward. Reasonable 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 or in their absence the person in charge.

Duties of the steward are:

- (a) investigation of complaints;
- (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) attending meetings called by management;
- (d) supervision of balloting boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;

2.4 Bulletin Board

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located in the staff room. Use of the bulletin board shall be restricted to the business affairs of the Union related to the employees of the bargaining unit and the Union shop card.

2.5 Badges, Insignia and Union Shop Cards

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card to be displayed on the premises in the designated employee staff room. 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". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

2.6 No Discrimination for Union Activity

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

2.7 Right to Refuse to Cross Picket Lines

(a) All employees covered by this agreement shall have the right to refuse to cross a BCGEU 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 and shall not be subject to disciplinary action.

In the event that another BCGEU labour dispute interferes with the Employer's operation, the Union and the Employer agree to consult, in order to obtain necessities for the Employer's service delivery to residents.

2.8 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 may conflict with the terms of this agreement.

2.9 Unpaid Leave - Union Business

(a) Leave of absence without pay and without loss of seniority may 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;
- (2) for elected or appointed representatives of the Union to attend to union business as it relates to the Employer, which requires them to leave their general work area;
- (3) to employees subpoenaed 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.
- (5) This provision does not apply to employees who are hired by the Union for matters unrelated to the Employer.

(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. 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.

(c) When leave of absence without pay is granted pursuant to Part (a), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, within 60 days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence.

2.10 Unpaid Leave Full-Time Union or Public Duties

Long-term leave of absence without pay and without loss of seniority may be granted:

- (a) for employees elected to a full-time position with the Union for a period of one year;

- (b) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
- (c) 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;
- (d) for employees to seek election in a municipal, provincial, federal, first nation or other aboriginal election for a maximum period of 90 days;
- (e) for employees elected to a public office for a maximum period of five years.

2.11 Union Meetings

- (a) Employees may attend a meeting with a representative of the Union at their worksite on a quarterly basis on a mutually agreeable date.
- (b) The Union shall provide not less than two weeks' notice to the appropriate excluded manager at the local level of the intended date and time of the meeting.
- (c) Meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.

2.12 Membership Information

The Employer agrees to provide to the assigned staff representative once a year, before the end of November, a list of all union members, their current job classifications and employee status known to the Employer.

ARTICLE 3 - UNION SECURITY

Employees hired after the date of certification are required to become members of the Union as a condition of employment. This article does not apply to management or excluded positions.

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. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose.

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

- (b) All deductions shall be for each semi-monthly payroll period and remitted to the President of the Union not later than 30 days following the end of the month in which the deduction was made and the Employer shall also provide a list of names to the Union of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (c) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised 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, to be given to the Employer at least one pay period in advance

of the effective date of such change and will be effective as at the beginning of a pay period, such changed amount shall be the amount deducted until further written notice from the Union.

The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file format "csv", with the permission of the employee.

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

(d) 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 the deadline established by the Canada Revenue Agency.

Column Order	Name	Format	Format Description
1	Member SIN	XXXXXXXXXX	9 digits, no dashes or spaces
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/Position Title		
7	Service Start Date	YYYYMMDD	
8	Appointment Code		Regular, Casual, etc.
9	Work Location Name		
10	Work Location Address		
11	Member Address		
12	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Member Home Email		

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

(a) At the time of hire the Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

(b) A new employee shall also be provided with:

- (1) the name and work telephone number of the steward; and,
- (2) an authorization form for union dues check-off.

(c) The Employer will notify the steward of a new employee within 10 days of the start date of the new hire.

(d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibility and obligations to the Employer and the Union.

ARTICLE 6 - EMPLOYER RIGHTS

6.1 Rights Reserved

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

6.2 Management Rights

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

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

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Representation

No person 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 stewards, and similarly, the Employer shall supply the Union with the names of the administrator or designate with whom the Union may be required to transact business.

7.2 Union Bargaining Committee

A union bargaining committee 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 agent's head office may 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 obtain permission from with the Employer in advance of their intention and their purpose for entering the agent's office and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

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 disciplinary 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, the employee will make every effort to raise their dispute within three days of the issue giving rise to the dispute by providing a written complaint to the Executive Director on the complaint form, and to settle the dispute with the Executive Director or designated employer representative. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved, the aggrieved employee may submit a written grievance, through the Union steward at Step 2 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, must do so not later than:

- (a) 30 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) 30 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) If the dispute is not resolved at Step 1, and subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy sought; and
 - (3) transmitting this grievance to the Employer's agent or designated representative through the Union steward.
- (b) The Employer's agent or designated representative 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 Employer's agent or designated representative shall reply in writing to an employee's grievance within 10 days of receiving the grievance at Step 2.

8.6 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2 and pursuant to Article 9, the Union President or their designate may inform the Employer of their intention to submit the grievance to arbitration within:

- (a) 10 days after the Employer's decision has been received; or
- (b) 10 days after the Employer's decision was due.

8.7 Administrative Provisions - Amending Time Limits

The time limits fixed in Articles 8 and 9 may be altered by mutual consent of the parties, but the same must be in writing.

8.8 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.

8.9 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 owner's agent, or their designate or the Union within 30 calendar days of the occurrence. Where no satisfactory agreement is reached, either party, within a further 10 calendar days, may submit the dispute to arbitration, as set out in Article 9 of this agreement.

8.10 Dismissal or Disciplinary Suspension

Employees dismissed or suspended without pay as a disciplinary measure for alleged cause shall have the right to submit a grievance to the Employer's agent or designated representative commencing at Step 2 within 30 days of the employee receiving notice of dismissal or suspension.

8.11 Technical Objections to Grievances

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

ARTICLE 9 - ARBITRATION**9.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within 30

days of the receipt of the reply at the second step of its desire to submit the difference or allegation to arbitration.

9.2 Appointment of Arbitrator

The parties agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators listed in Appendix 3. Every effort shall be made to schedule the first available arbitrator on a mutually acceptable date.

9.3 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. In reaching a decision, the Arbitrator shall be governed by the provisions of this agreement. The Arbitrator shall not be vested with the powers to change, modify or alter any of the terms of this agreement, including an extension of any time limits which have not been mutually agreed to by the parties in writing.

9.4 Expenses of Arbitration

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

9.5 Expedited Arbitration

Either party may opt to use Section 104-Expedited Arbitration of the *Labour Relations Code* for the purposes of Article 9.5.

ARTICLE 10 - DISMISSAL, DISCIPLINARY 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.

10.2 Notice of Dismissal or Disciplinary Suspension Without Pay

Notice of dismissal or disciplinary suspension without pay shall be in writing and shall set forth the reasons for dismissal or disciplinary suspension, and a copy shall be sent to the President of the Union or the staff representative assigned within three calendar days.

10.3 Right to Grieve Other Disciplinary Action

- (a) Employees have the right to grieve disciplinary action that includes: written censures, letters of reprimand. An employee shall be given a copy of any such document placed on the employee's file which is the substance 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) Formal employee appraisals shall not be used as a disciplinary tool.
- (c) Upon the employee's request any such document, other than formal employee appraisals (unless agreed by way of a grievance settlement), shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 Personnel File

- (a) An employee shall be entitled to review the employee's personnel file, in the office in which the file is normally kept. The employee 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) At the request of the employee, copies of any or all documents on the employee's file will be provided by the Employer.

10.5 Right to Have Steward Present in Disciplinary Actions

This provision shall not apply to those discussions that are of an operational or investigative nature.

Where an employer/designate intends to interview an employee for disciplinary purposes, the Employer/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. An employee has the right to have their steward present during any disciplinary discussions with the Employer.

Where an employer/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 a staff representative of the Union present or another shop steward present at any disciplinary discussion with employer/designate, providing that this does not result in an undue delay of the appropriate action being taken.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

Seniority shall be defined as the length of the employee's continuous employment with the Employer and shall be accumulated based on actual hours worked, including all continuous service prior to the certification of the Union. The following shall be included in hours worked:

- (a) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to the *Workers Compensation Act* in respect of a claim from this employer;
- (b) union leave as defined in Article 2.9;
- (c) maternity, parental and adoption leave;
- (d) vacation leave;
- (e) Canadian Armed Forces;
- (f) statutory holiday pay.

11.2 Seniority Lists

Seniority lists for employees shall be posted on the bulletin board on a quarterly basis. The seniority lists shall include the name and actual hours worked as per Article 11.1 up to the end of the previous months pay period.

A copy of the seniority lists shall be supplied to the President of the Union or the staff representative assigned.

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 six months.

11.4 Re-Employment

A regular employee who voluntarily resigns their employment and within 90 days is re-hired as a regular employee by the same employer, in the same position, may retain, effective the date of re-employment, their former seniority and years of service for vacation purposes.

11.5 Employer to Notify Union

A report of employees who cease employment will be provided to the Union on a quarterly basis.

ARTICLE 12 - VACANCY POSTINGS

12.1 Postings

- (a) An internal posting shall be required for vacancies or new positions which are in excess of three calendar months.
- (b) A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.
- (c) 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.
- (d) The posting shall contain the following information: title of the job, skills, abilities, experience, qualifications, physical demands, nature of the position, present hours of work and wage rate.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process at the Employer's sole discretion.
- (f) If a vacancy is posted and filled by an employee currently in the bargaining unit, all applicants will be notified within one week of the decision being made of the name of the successful candidate.
- (g) An employee granted a temporary appointment shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary appointment terminates.

12.2 Selection Criteria

The successful applicant will be determined by the Employer on consideration of the skills, abilities, qualifications and experience. Where two or more applicants are equal, the one with the greater seniority will be selected.

12.3 Probationary Period

It is understood that all new employees will be subject to a probationary period of up to 90 days (66 shifts), during which there shall be an assessment of suitability for continued employment in the position to which they have been appointed. The Employer will determine if the new employee

successfully completes probation. Discretion to terminate the new employee, if deemed to be unsuitable by the Employer, lies solely with the Employer during the probationary period. A termination of a probationary employee shall not form the basis of a grievance or be a matter that is arbitrable. The probationary period may be extended at the Employer's discretion for a further 30 days (22 shifts) or longer by mutual agreement between the Union and the Employer.

12.4 Qualifying Period

When a vacancy is filled by an existing employee, the employee shall be declared permanent in the new job after a 66 shift trial period, or longer by mutual agreement.

If the Employer determines the successful applicant proves unsatisfactory in the new position during the trial period or if the employee wishes to return to their former position, they may be returned to their former position and wage 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.

12.5 Applications from Employees

Applications from employees with appropriate skills, abilities, qualifications and experience shall be considered prior to applications from non-employees. The Employer reserves the right to hire the most qualified applicant for the position, internal or external.

12.6 Right to Grieve

Employees who are not the successful applicant for a position may request, within five calendar days of being informed they were not successful, that they be provided in writing with the reasons they were unsuccessful.

An unsuccessful applicant may initiate a grievance at Step 1 within three calendar days of receipt of the written reasons, outlined above. The Employer shall advise the successful applicant that a grievance has been filed on the posting.

Where a grievance has been filed regarding the filling of a bargaining unit position, the Employer agrees to inform the Union of the name of the successful applicant and all current local bargaining unit employees who were applicants.

ARTICLE 13 - LAYOFF AND RECALL PROCEDURE

- (a) Employees shall be laid off by job classification in reverse order of seniority within the bargaining unit.
- (b) A laid off regular employee may opt to be placed on the casual list in order of seniority, for available casual work assignments in any job classification for which the employee has, in the sole discretion of the Employer, the skills, experience, qualifications and ability. Assignment to the casual list does not prevent recall to a regular position if it becomes available.
- (c) Employees on layoff shall be recalled to their classification in order of seniority subject to the Employer's determination that the employee has the skills, experience, qualifications and ability to perform the work.
- (d) In the event of a permanent layoff, notice shall be in accordance with the *Employment Standards Act*.
- (e) It is the responsibility of all laid off employees to keep the Employer advised at all times of where and how they can be contacted for recall purposes.

(f) Employees recalled to work in their classification shall receive the current rate for the classification.

(g) Where the Employer intends to reduce regular hours, the matter will be discussed with the Joint Consultation Committee prior to the implementation of the reduction. Such reductions shall be done in reverse order of seniority, consistent with the requirements of Article 13.

ARTICLE 14 - HOURS OF WORK & OVERTIME

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 Employer agrees to adhere to Hours of Work provisions of the *Employment Standards Act*.

14.3 Scheduling

The Employer shall post the hours of work on a bulletin board which is easily accessible and visible to employees.

(a) The Employer will schedule the times of all on-duty and days of rest, including statutory holidays, and post the schedule at least 14 calendar days in advance of the effective date. The schedule will change due to employee absences and operational requirements.

(b) Where the Employer plans to implement a significant change in the shift schedules of regular employees which affect a majority of employees involved in the rotation, the Employer will explain and discuss the changes with the employees affected.

(c) This provision shall in no way limit the Employer's right to implement new work schedules.

14.4 Offering of Additional Shifts

(a) Regular employees, not on layoff, shall have priority to additional shifts in their classification for which they possess the skills, abilities, experience and qualifications. Additional shift assignments cannot conflict with their regular position, create overtime payments without approval of the Employer, or otherwise conflict with the provisions of this agreement.

(b) Regular employees exercising rights under Article 13 (b), Layoff and Recall, shall have second priority to regular employees not on layoff, in the assignment of additional shifts in the order of seniority within their job classification for which they have the skills, abilities, qualifications and experience to perform.

(c) If the additional shift is not filled pursuant to paragraphs (a) and (b) in this clause, the shift will be offered to casual employees which have the skills, abilities, qualifications and experience in the job classification by order of seniority.

(d) If less than 24 hours' notice is given by an employee who is unable to work a shift, the Employer reserves the right to fill the shift at its discretion.

14.5 Shift Exchanges

Subject to operational requirements in the sole discretion of the Employer, employees may exchange shifts with the prior authorization of the Employer, provided that a minimum advance notice of 48 hours is given and the Employer shall not unreasonably withhold such authorization. The proposed shift

exchange will not be approved if it would result in increased cost to the Employer or result in overtime payments to any employee by the Employer.

The Employer can change shifts at anytime as long as the employees have enough time free from work. Employees do not need to be paid overtime if they are given notice of shift change.

Subject to operational requirements, in the event of an emergency, the Employer will give reasonable and fair consideration to the exchange of a shift without the requisite 48 hours' notice.

14.6 Minimum Daily Work Hours

Employees must be scheduled for at least 2 hours of work. They must also be paid if they report to work as scheduled and there is no work for them to do as determined by the Employer.

14.7 Hours Free from Work

The Employer agrees to adhere to the Hours of Work provisions of the *Employment Standards Act*.

An employee must have at least 32 hours in a row free from work each week. If an employee works during this period they must be paid at overtime rates. An employee must also have at least 8 hours off between shifts. If an employee works during this period, the hours are added to other hours worked in the day. The employee will be paid at overtime rates.

14.8 Meal Breaks

(a) An employee must not work more than five hours in a row without a 30-minute unpaid meal break. An employee shall be paid for a meal break when they are required to work or be available for work during the meal break.

(b) When an employee's meal break occurs during a period when the kitchen is open and there is food available, the employee will receive one complimentary meal during their workday. The night employee will also receive one complimentary meal.

14.9 In-Service Education and Staff Meetings

The parties recognize the value of in-service both to the employee and the Employer and shall encourage employees to participate in in-service or training sessions unless on vacation or approved leave of absence. All employees scheduled by the Employer to attend in-service seminars and staff meetings shall receive their basic rate of pay for all hours spent at the in service, staff meeting or training session.

14.10 Overtime

(a) A week runs from Sunday through Saturday for the purposes of calculating overtime.

(b) Overtime shall be calculated and paid in accordance with the overtime provisions of the *Employment Standards Act*.

(c) Subject to Article 14.4, in all cases any overtime that may be worked must be authorized in writing by the Executive Director or their designate in advance of the overtime being worked. In the event of an emergency for shift coverage, an employee may obtain verbal authorization of the Executive Director or their designate.

14.11 Overtime Entitlement and Compensation

(a) An employee will be entitled to compensation for authorized overtime in excess of:

(1) over eight hours in a day; or

- (2) forty hours in a workweek.
- (b) Overtime shall be compensated in 15-minute increments;
- (c) "Overtime" means work performed by an employee in excess of the hours outlined in Article 14.3;
- (d) "Straight-time rate" means the hourly rate of remuneration;
- (e) "Time and one-half" means one and one-half times the straight-time rate;
- (f) "Double-time" means twice the straight-time rate. Paid in excess of (c) above;
- (g) "Double-time and one-half" means two and one-half times the straight-time rate;

14.12 Banking Overtime

- (a) At an employee's written request the Employer may establish a time bank for up to eight hours of banked time or other such number of hours as mutually agreed upon by the employee and Employer. Overtime hours are credited to the bank instead of being paid in the pay period in which they are earned.
- (b) An employee may ask the Employer at any time to pay out all or part of the wages credited to the bank. The employee may also request time off with pay for some mutually agreed period, such as doctor's or medical appointments, or request in writing that the bank be closed.
- (c) Upon receiving an employee's request to close the bank, the Employer must pay the outstanding balance to the employee. The Employer may close the employee's time bank after giving the employee one month's notice.
- (d) When the Employer closes an employee's time bank the Employer must, within six months, either:
 - (1) pay the employee all of the overtime wages credited to the overtime bank;
 - (2) allow the employee to use the credited overtime wages to take time off with pay; or
 - (3) pay the employee for part of the wages credited to the time bank and allow the employee to use the remainder of the credited overtime wages to take time off with pay.
- (e) Overtime must be used or paid out at the rate it was earned. For example, an employee who banks two hours at time and one-half is entitled to three hours off or three hours' pay.

14.13 Allocating Overtime

Overtime shall be shared equitably amongst qualified employees.

14.14 Right to Refuse Overtime

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

14.15 Daylight Savings Changeover

On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, of conversion to Pacific Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Saving Time, the resultant reduction of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

14.16 No Layoff to Compensate for Overtime

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

14.17 Callback

Employees called back to work on their regular time off shall receive a minimum of two hours' pay at the applicable straight-time rates if under eight hours already worked, or at overtime rates if already worked eight hours in the workday. If the callback period is greater than two hours, the employee shall be paid at the applicable straight-time or overtime rates. Callback must be approved by the Executive Director or their designate.

ARTICLE 15 - PAID HOLIDAYS**15.1 Paid Holidays**

- (a) Employees shall be entitled to a day off with pay for each of the following statutory holidays, or as amended under the *Employment Standards Act*:

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

- (b) Any other day proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.

15.2 Working on a Statutory Holiday

An employee who has worked for 15 of the 30 calendar days preceding the statutory holiday, and is required to work on the statutory holiday shall be paid:

- (a) time and one-half for the time worked up to 12 hours, and
- (b) double-time for time worked in excess of (a), and,
- (c) a day's pay, based on an average of wages earned in the previous 30 days.

15.3 Statutory Holidays Falling on a Day of Rest

Where an employee has worked 15 of the 30 calendar days preceding the statutory holiday, and the statutory holiday falls on a day of rest, the employee shall be paid an amount equal to a day's pay based on an average of wages earned in the previous 30 days.

15.4 Paid Holiday Pay

In order to qualify for paid holiday pay, an employee must have worked 15 of the previous 30 days prior to the holiday.

If an employee qualifies for the paid holiday, 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 if they have been in the position for 15 days prior to the paid holiday, in which case they shall receive the higher rate.

15.5 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.

15.6 Christmas or New Year's Day Off

The Employer agrees to make an effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off, on a rotating basis. Employees shall indicate their preference in writing on or before November 1st of each year.

15.7 Alternative Days Off

Employees are entitled to up to two days leave of absence without pay per calendar year to observe spiritual, cultural or Holy Days not observed on days identified in Clause 15.1. Such leave shall not be unreasonably withheld and will be subject to operational requirements. The written request must be received at least one pay period in advance, provided it does not create an overtime situation for the Employer. Employees may use their vacation or any other banked days for these days.

15.8 Lieu Days

- (a) Lieu days arising from designated paid holidays shall be scheduled with the mutual agreement of the Employer subject to operational requirements.

An employee may by mutual agreement about lieu days to scheduled vacation. Such request shall not be unreasonably withheld.

- (b) By mutual agreement between the Employee and Employer lieu days may be paid out. Lieu days will be paid out unless the Employee advises otherwise.

ARTICLE 16 - ANNUAL VACATIONS**16.1 Vacation**

- (a) Employees are credited for and granted vacations earned based on the employee's continuous service.
- (b) Vacation entitlement is earned in one year and to be taken in the following year.
- (c) Vacation entitlement is earned at the agreed vacation accrual rate, as outlined below, applied to the total gross earnings of the employee as calculated in the *Employment Standards Act*.

Years of Service Entitlement

Years of Service	Vacation Accrual Rate	Years of Service	Vacation Accrual Rate
1	4%	9	7.2%
2	4.4%	10	7.6%
3	4.8%	11	8%
4	5.2%	12	8.4%
5	5.6%	13	8.8%
6	6%	14	9.2%
7	6.4%	15	9.6%
8	6.8%	16 and thereafter	10%

16.2 Vacation Earnings for Partial Year

Where employment is terminated, any vacation owing at the time will be paid out and shall not be taken as time in lieu of notice.

16.3 Vacation Carryover

An employee may elect to carry over up to five days' vacation per vacation year. Such vacation carryover shall not exceed five days at any given time without mutual agreement of the Employer and the employee.

16.4 Callback from Vacation

- (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 them, 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.

16.5 Vacation Pay

Vacation entitlement will be earned at the established benefit rate applied to total gross wages earned.

16.6 Vacation Scheduling

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

No employee shall be entitled to more than two weeks' consecutive vacation, unless mutually agreed.

16.7 Vacation Schedules

- (a) Employees shall submit their vacation requests to their supervisor before October 31st for the following calendar year.
- (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 with the mutual agreement of the Employer and employee.

16.8 Reinstatement of Vacation Days

In the event an employee is sick or injured, with required documentation, prior to the commencement of their vacation, there shall be no deduction from the vacation credits for such leave. 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, where the parties do not agree, it shall be reinstated for use at a later date.

16.9 Vacation Credits Upon Death

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

ARTICLE 17 - SICK LEAVE**17.1 Employee to Inform Employer**

The employee shall advise the Executive Director prior to the start of their next shift of their inability to report to work because of sickness or injury.

Employees who have been absent from work due to illness or injury must notify the Employer by 2:00 p.m. the day prior to their return to work. Failure to do so will result in the shift being replaced.

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

17.2 Sick Leave

(a) All regular employees hired before the date of ratification of this collective agreement shall be entitled to paid sick leave for absences due to illness or non-work related injury as follows:

(1) Employees regularly scheduled to work less than 30 hours per week will receive four paid sick days; or

(2) Employees regularly scheduled to work 30 hours per week or more will receive eight paid sick days

(b) Effective January 1, 2020, employees hired as a regular employees after the date of ratification, and provided they have passed their probationary period, shall, be entitled to paid sick leave due to illness or non-work related injury, as follows provided they work a minimum of 14 hours in a workweek:

(1) Employees regularly scheduled to work less than 30 hours per week will receive four paid sick days; or

(2) Employees regularly scheduled to work 30 hours per week or more will receive eight paid sick days

(c) A doctor's note may be required at the Employer's discretion as a condition of payment.

(d) Where possible, employees must call in to the Employer to advise they will not be in for their shift at least one hour prior to their shift.

(e) Sick leave is not earned on paid overtime hours.

(f) Sick leave cannot be carried over from year to year.

17.3 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 19.1. 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 19.1 may do so provided the employee pays the full cost of the premiums.

17.4 Wellness Bonus

Employees regularly scheduled to work 30 hours or more in a week with no sick leave claims in a calendar year will be paid a lump sum Wellness Bonus of \$250 within 60 days of the calendar year end.

ARTICLE 18 - WORKERS' COMPENSATION

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 unpaid leave of absence, except that seniority and benefits shall be applied as follows:

- (a) seniority hours pursuant to Clause 11.1 shall continue to accrue;
- (b) vacation entitlement in Clause 16.1 shall continue to accrue; and
- (c) the Health and Welfare provisions of Article 22 will continue to apply for six months following the date of injury.

ARTICLE 19 - LEAVES OF ABSENCE

19.1 General Leave Without Pay

Notwithstanding any provision for leave in this agreement, the Employer, at their discretion, may grant a leave of absence without pay to any employee who requests such leave. All requests and approvals for leave shall be in writing, and approvals will not be unreasonably withheld.

19.2 Court Attendance

- (a) Employees covered by this agreement who have been requested by the Employer to attend any commission, court or hearing, to give evidence in any case, civil or criminal, shall be paid in accordance with the *Employment Standards Act*. Changes to the *Employment Standards Act* will supersede the language in this article.
- (b) The Employer shall grant unpaid leave to an employee to attend court as a juror. There will be no interruption in the accrual of seniority or eligibility for benefits when this leave is taken.

19.3 Family Responsibility Leave

Shall be in accordance with the *Employment Standards Act*. Changes to the *Employment Standards Act* will supersede the language in this article.

- (a) An employee can take up to five days of unpaid leave in each employment year to care, health and education of a child under the age of 19 in their care.
- (b) An employee can take up to five days of unpaid leave in each employment year to help with the care for the health of any other member of their immediate family.

Family responsibility leave does not accumulate from year to year.

19.4 Unpaid Leave for Public Office

Shall be in accordance with the *Employment Standards Act*. Changes to the *Employment Standards Act* will supersede the language in this article.

The Employer will grant leave of absence without pay, if required, to employees elected to a municipal council or school board to attend meetings, or related committee meetings, Employees shall be granted unpaid leave of absence for up to 30 days to enable them to run for elected public office.

19.5 Elections

Shall be in accordance with the *Elections Act*. Changes to the *Elections Act* will supersede the language in this article.

Any employee eligible to vote in a federal, aboriginal community government, provincial, or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot. This leave is with pay.

19.6 Compassionate Care for critical illness or injury leave

Shall be in accordance with the *Employment Standards Act* and under the *Employment Insurance Act*. Changes to the *Employment Standards Act* will supersede the language in this article and the *Employment Insurance Act*.

An employee who is entitled to compassionate care benefits is entitled to unpaid leave of absence of up to:

- (a) To be a family caregiver for a child under 18 years of age who is critically ill or injured - up to 35 weeks;
- (b) To be a family caregiver for a child over 18 years of age who is critically ill or injured - up to 15 weeks;
- (c) Compassionate care benefits for a person of any age who requires end-of-life care - up to 26 weeks.

There will be no interruption in the accrual of seniority or eligibility for benefits when this leave is taken.

19.7 Leave Respecting Death of Child

Shall be in accordance with the *Employment Standards Act*. Changes to the *Employment Standards Act* will supersede the language in this article.

An employee is entitled to leave of absence without pay of up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits when this leave is taken.

19.8 Leave Respecting Disappearance of Child

Shall be in accordance with the *Employment Standards Act*. Changes to the *Employment Standards Act* will supersede the language in this article.

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting disappearance of child. There will be no interruption in the accrual of seniority or eligibility for benefits when this leave is taken.

19.9 Canadian Armed Forces

Shall be in accordance with the *Employment Standards Act*. Changes to the *Employment Standards Act* will supersede the language in this article.

Employees who participate in activities related to the Reserve Component of the Canadian Forces may be granted leave of absence for 20 days of unpaid leave in a calendar year under the *Employment Standards Act*.

19.10 Leave Respecting Domestic or Sexual Violence

Shall be in accordance with the *Employment Standards Act*. Changes to the *Employment Standards Act* will supersede the language in this article.

An employee is entitled to 10 unpaid days per calendar year for situations related to domestic or sexual violence, plus additional time if necessary. There will be no interruption in the accrual of seniority or eligibility for benefits when this leave is taken.

ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE

The provisions for Maternity, Parental and Adoption leaves shall be in accordance with the *Employment Standards Act and Employment Insurance Act*. Any change to the legislation supersedes the language in this article.

20.1 Maternity and Adoption and Parental Leave

- (a) A pregnant employee shall qualify for maternity leave upon completion of the initial probation period.
- (b) The employee shall normally provide the Employer with 21 days written notice in advance of the intended commencement and completion dates of the leave. In the case of pregnancy, the employee shall provide the Employer with a medical doctor's certificate of the estimated date of delivery.
- (c) An employee who is pregnant, or who adopts a child, is entitled to 17 consecutive weeks of unpaid leave.
- (d) Where an employee intends to return to work sooner, or later, than the original completion date, the employee shall give the Employer at least four weeks written notice in advance. Maternity or adoption leave may be extended by a period up to a maximum of six weeks when approved in writing by a duly qualified medical practitioner.
- (e) The birth mother may take unpaid parental leave up to 62 consecutive weeks beginning immediately after maternity leave expires, to a maximum combined period of 78 weeks.
- (f) The birth father or adoptive parent may take unpaid parental leave up to 62 consecutive weeks beginning after the child's birth and within 72 weeks after that event, and must conclude within that 72 week period.
- (g) The employee may with agreement of the Employer, defer the commencement of maternity leave for any period approved in writing by a doctor provided the employee is able to satisfactorily perform her duties.

20.2 Benefits

The provisions for Maternity, Parental and Adoption leaves shall be in accordance with the *Employment Standards Act and Employment Insurance Act*. Any change to the legislation supersedes the language in this article.

- (a) The Employer shall maintain coverage for extended medical benefits while an employee is on maternity/adoption leave, and shall pay 100% of the cost of the premiums. The Employee shall be responsible for pre-paying their portion of the cost (if any) of any extended medical or dental benefits in which the employee participates in while on maternity, adoptive or parental leave.
- (b) Maternity/adoption leave for employees in their initial probationary period shall be in accordance with the *Employment Standards Act*.

20.3 Sick Leave During Pregnancy

The provisions for Maternity, Parental and Adoption leaves shall be in accordance with the *Employment Standards Act and Employment Insurance Act*. Any change to the legislation supersedes the language in this article.

Illness arising due to pregnancy during employment, and prior to commencing maternity leave of absence, may be applied to normal sick leave, upon request of an employee.

20.4 Vacation

The provisions for Maternity, Parental and Adoption leaves shall be in accordance with the *Employment Standards Act and Employment Insurance Act*. Any change to the legislation supersedes the language in this article.

Notwithstanding Article 20.1, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity/adoption leave providing the employee returns to work for a period of not less than six months. Vacation earned pursuant to this article may be carried over to the following year, notwithstanding Article 16.

20.5 Return to Work

The provisions for Maternity, Parental and Adoption leaves shall be in accordance with the *Employment Standards Act and Employment Insurance Act*. Any change to the legislation supersedes the language in this article.

- (a) The employee will give the Employer written notice of at least 21 days prior to the expected date of return to work. An employee who returns to work after the expiration of the maternity, adoption or parental leave shall retain the seniority 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 the leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave, or if the employee does not return to work on the date specified in the notice of return to work.
- (c) On return from maternity/adoption leave an employee shall be placed in their former position or in a position of equal rank and pay.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**21.1 Joint Occupational Health and Safety Committee**

- (a) The parties agree to adhere to the *Workers Compensation Act* and Occupational Health and Safety Regulations.
- (b) The Employer will maintain a joint occupational health and safety committee in accordance with the Occupational Health and Safety Regulations and the *Workers Compensation Act*. The Committee will carry out all the functions and duties as per Part 3, Division 4, Section 130 of the *Workers Compensation Act*.
- (c) A worker representative will be entitled to annual employer paid leave to attend union sponsored occupational health and safety training pursuant to Part 3, Division 4, Section 135 Education leave. If occupational health and safety training falls on the worker representative's regular time off, the worker representative will be compensated for all hours while attending training.

21.2 Conditions

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment will be fully complied with. First aid attendants, kits and equipment will be supplied in accordance with this section.

21.3 Working Environment

A safe and clean working environment is essential in order to carry out work assignments. The Employer will provide health and safety orientation before a new or young worker carries out their first shift.

The Employer will provide health and safety orientation for supporting clients/residents, the safe performance of work, the safe use of equipment, and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes.

21.4 Mental Health

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health.

21.5 Strain Injury Prevention

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related. Regular worksite inspections shall be performed by the local occupational health and safety committee.

21.6 Unsafe Work

- (a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulation outlined in Information Appendix B.
- (b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the Occupational Health and Safety Regulations outlined in Information Appendix B and Part 3, Division 6 of the *Workers Compensation Act*.

21.7 Workplace Violence/Aggressive Conduct

The Employer will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees. Employees will receive training at the Employer's expense in recognizing and handling such threats to safety.

The Employer will provide the employee with pertinent information on clients with the potential of violence, physical aggression, and/or verbal abuse within any particular workplace. The employee will be informed of specific instruction on the approach to be taken when providing care for the client.

Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WorkSafeBC counselling and such other support as may be reasonably available.

An employee in need of assistance may call the WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information at all worksites.

21.8 Investigation of Incidents of Health and Safety and Process

(a) Pursuant to the *Workers Compensation Act*, Part 3, Division 10 governing Accident Reporting and Investigation, all accidents/incidents shall be jointly investigated by at least one worker representative and one employer representative.

(b) In the event of a fatality the Employer shall immediately notify the Union President, or designate of the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above. Time spent in incident investigation will be considered time worked based on the employee's classification in effect at the time of the investigation. Applicable overtime rates will also be paid.

21.9 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury will receive payment for the remainder of her shift.

21.10 Transportation of Accident Victims

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

21.11 Employee Check-in

Check-in procedures will be implemented to ensure the safety of all employees who work alone or in isolation where assistance would not be readily available to the worker.

Before a worker is assigned to work alone or in isolation, the Employer must identify any hazards and assess the risk to the worker and eliminate or minimize the risk from the hazard. The Employer must develop and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation.

The procedure must include the time interval between checks and the procedure to follow in the event the worker cannot be contacted, including provisions for emergency rescue. A person must be designated to establish contact with the worker at predetermined intervals and the results must be recorded by the person. A check at the end of the work shift must be done.

The procedure(s) must be developed in consultation with the Committee and the worker assigned to work alone or in isolation.

21.12 Communicable Diseases and Parasitic Infestations

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person, and/or possessions of a person, with a communicable disease or parasitic infestations.
- (b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer will inform the primary care givers about the inherent risk of the communicable disease or parasitic infestation.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.
- (d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled shifts during the 24-hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.
- (e) The Employer will, in consultation with the Committee, develop and implement measures necessary for the establishment of a work environment to prevent acquisition and transmission of a communicable disease.

Measures will include but are not limited to:

- (1) Preventative protocol measure including education, hygiene, protective equipment/apparel and vaccinations;
 - (2) Post-exposure protocols.
- (f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions will be without loss of pay.

ARTICLE 22 - HEALTH AND WELFARE**22.1 Health and Welfare Benefits**

A regular employee has to work a minimum of 24 hours in a workweek to be entitled to Health and Welfare benefits. Also, employees have to pass their 90 day probationary period in order to be entitled to the Health and Welfare Plan.

- (a) The Employer will pay its' portion of the premiums for a group benefit plan for its' employees, which includes at least the following components:
 - (1) Extended Health, Dental, Prescription Drug Coverage, Employee Life Insurance and Out-of-Province (Canadian) Travel Medical Insurance - 50% of premiums; and Vision Care (includes glasses, contact lenses or Lasik surgery) \$200 per employee every 24 months.

The minimum level of coverage shall be in accordance with the current contracts with the Employer and the carrier (Great West Life).

- (b) The Employer shall provide copies of all applicable Benefit Booklets to employees and the Union.

22.2 Change of Benefit Plan Carriers

It is agreed that the Employer can change the carrier of any plan, provided that there is no reduction in benefits unless as agreed to by the Union, and provided that the Employer give the Union not less than 30 days' notice of such change. Further, the Employer will furnish the Union with full particulars of the plan to be substituted and if requested to do so, meets with the Negotiating Committee to discuss and explain the change proposed.

ARTICLE 23 - WORK CLOTHING AND RELATED SUPPLIES

23.1 Protective Gear

The Employer will supply protective gear in accordance with the requirements of the *Workers Compensation Act*. The Employer will maintain and replace such supplies and tools as required.

23.2 Uniforms

The Employer will supply uniforms and aprons for tasks that require the protection of personal clothing. If a uniform is required, it may be laundered at the residence.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.1 Paydays

- (a) Employees shall be paid biweekly every second Friday by direct deposit.
- (b) The distribution of paycheque stubs shall be electronically distributed to ensure confidentiality.
- (c) Paycheque statements shall provide details of all deductions.
- (d) Banked accruals shall be available upon request.

24.2 Relieving in Higher Rated Positions

- (a) Where an employee within the bargaining unit is temporarily assigned to assume the principal duties, and not temporary coverage, of a higher paying position within the bargaining unit, they will be paid the higher paying position's rate of pay.
- (b) An included employee who substitutes in an excluded position for a period up to 20 working days shall remain in the bargaining unit for the duration of the temporary assignment. For periods of substitution exceeding 20 working days, an employee shall be temporarily appointed and will be excluded for the entire duration of the appointment period.

24.3 Pay on Temporary Assignment

An employee involuntarily 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.

24.4 Mileage and Vehicle Allowances

An allowance pursuant to the Canada Revenue Agency maximum per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties. The amount is 58¢ and will increase when Canada Revenue Agency increases the rate.

The Employer will pay for reasonable parking expenses incurred by an employee who uses their own vehicle in the performance of their duties.

24.5 Drivers License

- (a) Employer will pay the difference between the cost of a Class 5 driver's license and a Class 4 unrestricted driver's license when there is a requirement for an employee to have one for their job. This will include any costs for a driver's license renewal. Reimbursement to be made upon receipt.
- (b) Employer will pay for a driver medical fitness examination in order to obtain a Class 4 unrestricted drivers license where there is a requirement for an employee to have one for their job. This will also include any subsequent driver medical fitness examinations required. Reimbursement to be made upon receipt.

ARTICLE 25 - NOTICE OF NEW AND CHANGED POSITIONS**25.1 Job Descriptions**

A description including the general duties of each job classification will be provided to the Union.

The Employer agrees to supply the President of the Union or their designate, and Chairperson of the Bargaining Committee with the job descriptions for any new classifications established in the bargaining unit within 30 days.

The job descriptions shall include the job specifications and duties expected of each employee.

25.2 New Classifications**(a) Notice of New Positions**

In the event the Employer shall establish a new position, the wage rate for the new classification shall be established by the Employer and written notice shall be given to the Union within 20 days. 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 classification such that the job classification is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the wage rate established by the Employer. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within 30 days of notification.

If the wage rate established by the Employer 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 26 - GENERAL CONDITIONS**26.1 Copies of Agreement**

- (a) A final collective agreement will be signed by the parties within three months after ratification.
 - (1) The Union will submit to the Employer a draft for proofing within one month of ratification.
 - (2) The Employer will submit to the Union all its amendments to the draft within one month of receiving the draft from the Union.

- (b) 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.
- (c) All collective agreements shall be printed in a union shop and bear a recognized union label.
- (d) The cost shall be borne by the Union.

26.2 Indemnity

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

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

26.3 Volunteers and Bargaining Unit Work

It is agreed that volunteers have a role to fill in the operation of the 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 existing positions within the bargaining unit.

26.4 Joint Consultation Committee

- (a) In accordance with Section 53 of the *Labour Relations Code*, the parties shall form a joint consultation committee, which shall consult at least once every two months during the term of the agreement about issues relating to the workplace that affect the parties or any employee bound by the agreement. Employees shall not suffer any loss of basic pay for time spent on the Committee.
- (b) The purpose of the Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills, and to promote workplace productivity.
- (c) If Joint Consultation Committee meetings are scheduled to occur outside of regular working hours, attendance at such meetings shall not be considered hours worked.

26.5 Work Environment

The Employer shall adhere to the *Workers Compensation Act* with respect to a safe work environment.

ARTICLE 27 - TERM OF AGREEMENT

27.1 Duration

This agreement shall be binding and remain in effect until midnight October 31, 2022.

27.2 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 July 1, 2022, but in any event, no later than midnight on August 1, 2022, pursuant to Section 46 of the *Labour Relations Code*.

(b) 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 Employer's designate.

27.3 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.

27.4 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.

27.5 Effective Date of Agreement

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

ARTICLE 28 - 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 this industry.

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 full-time or regular part-time 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, where the total bargaining unit size is reduced by two or more employees as a consequence of such change.

Employees affected by technological change will be given reasonable notification in advance and allowed a training period of one month 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, and shall utilize the 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.

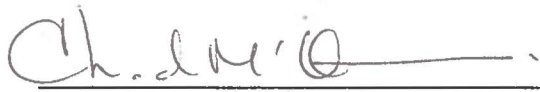
SIGNED ON BEHALF OF
THE UNION:


Stephanie Smith
President


Debra Groves, Chairperson
Bargaining Committee


Leah Cavanaugh
Bargaining Committee


Sheila Knight
Staff Representative


Chad McQuarrie
Staff Representative

SIGNED ON BEHALF OF
THE EMPLOYER:


Jan Robertson
President, Western Community Seniors Low
Cost Housing Society


Sergiu Filatov
Executive Director, Western Community
Seniors Low Cost Housing Society

Dated this 26th day of January, 2021

**APPENDIX 1
Wage Scales**

Hourly Rates Effective November 1, 2019		2%	2%
POSITION TITLE	HIRE	1 Year Service	2 years Service
Food Services Employee	17.30	17.65	18.00
Housekeeping Employee	17.30	17.65	18.00
Night Concierge/Security	19.50	19.89	20.29
Reception Employee (Day)	19.00	19.38	19.77
Reception Employee (Evenings)	19.00	19.38	19.77
Sous Chef	23.00	23.46	23.93
Cook	21.00	21.42	21.85
Hospitality Services Coordinator	24.00	24.48	24.97
Recreation & Outreach Coordinator	24.00	24.48	24.97
Facilities Maintenance Coordinator	28.00	28.56	29.13
Facilities Maintenance Assistant	20.00	20.40	20.81

Hourly Rates Effective November 1, 2020		2%	2%
POSITION TITLE	HIRE	1 Year Service	2 years Service
Food Services Employee	17.65	18.00	18.36
Housekeeping Employee	17.65	18.00	18.36
Night Concierge/Security	19.89	20.29	20.70
Reception Employee (Day)	19.38	19.77	20.17
Reception Employee (Evenings)	19.38	19.77	20.17
Sous Chef	23.46	23.93	24.41
Cook	21.42	21.85	22.29
Hospitality Services Coordinator	24.48	24.97	25.47
Recreation & Outreach Coordinator	24.48	24.97	25.47
Facilities Maintenance Coordinator	28.56	29.13	29.71
Facilities Maintenance Assistant	20.40	20.81	21.23

Hourly Rates Effective November 1, 2021		2%	2%
POSITION TITLE	HIRE	1 Year Service	2 years Service
Food Services Employee	18.00	18.36	18.73
Housekeeping Employee	18.00	18.36	18.73
Night Concierge /Security	20.29	20.70	21.11
Reception Employee (Day)	19.77	20.17	20.57
Reception Employee (Evenings)	19.77	20.17	20.57
Sous Chef	23.93	24.41	24.90
Cook	21.85	22.29	22.74
Hospitality Services Coordinator	24.97	25.47	25.98
Recreation & Outreach Coordinator	24.97	25.47	25.98

Facilities Maintenance Coordinator	29.13	29.71	30.30
Facilities Maintenance Assistant	20.81	21.23	21.65

Classification	Key Tasks
Food Services	
Sous Chef (NC)	Cooks; Cleans; Relieves Food Services Manager if necessary (scheduling, ordering and budgetary control for the Food Services Department; menu preparation)
Cook	Prepares Food; Cooks in accordance to menu and food health and safety standards; Cleans and organises workstations; Assists anywhere needed in food Services
Hospitality Services	
Hospitality Services Coordinator (NC)	Ensures the quality and delivery of all Hospitality related services; Supports the Finance Department with creating the budget and budgetary control for the Housekeeping Department; Coordinates the departmental staff (Food Services Employees and Housekeeping Employees); Assists Executive Director in regards to HR related matters within their departments; Implementing new and existing policies and procedures of the Housekeeping department and Food Services department; Responsible for the on-going training for all Food Services and Housekeeping Employees
Housekeeping Employee (NC)	Cleaning of suites and common areas; Laundry; Front Desk coverage during lunch breaks
Food Services Employee (NC)	Preparing and serving food; Clearing and Bussing Tables; Cleaning; Front Desk coverage during lunch breaks; Dishwashing
Maintenance Services	
Facilities Maintenance Coordinator (NC)	Building maintenance; Organizing maintenance contracts; Cleaning; Painting; Interior and exterior care and security; Supports the Finance Department with creating the budget and budgetary control for the Maintenance Department
Facilities Maintenance Assistant (NC)	Assisting the Facilities Maintenance with general building maintenance
Administrative Services	
Reception Employee (NC) FDD, FDE	Reception; Administrative duties
Night Concierge (NC)	Overnight security and emergency response; Safety and communication; Janitorial duties
Community Relations	
Recreation and Outreach Coordinator (NC)	Develops recreational programming and entertainment; Supports the Finance Department with creating the budget and budgetary control for the Leisure and Advertising Department; Public Relations; Advertising, Marketing and Sales; Website management

(NC) denotes New Classification

**APPENDIX 2
Casual Employees Call-in Procedure**

- (a) The manner in which casual employees shall be called to work shall be as follows:
 - (1) Employees will be called for work on the basis of seniority from most senior to least senior, provided the employees possess the skills, experience, qualifications and ability and have completed the orientation/training for the job.

- (2) Employees will provide a single telephone number to the Employer for call-in purposes. Each call shall be a minimum of five rings duration. All calls shall be recorded in the log book showing the initials of the person making the phone call, time vacancy was determined, the employee called, the classification they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute the Union shall have access to the log book.
- (b) A casual employee may register for work in any job classification at their worksite, provided they possess the qualifications to do the job.
- (c) Casual employees shall notify the Employer three weeks in advance of the dates and times they will be available to work. The Employer shall only be obliged to call a casual employee for those days on which the employee is available.
- (d) Casual employees who are successful in competition for a regular position shall be subject to a probationary period as outlined in Article 12.3 of the agreement.
- (e) Casual employees who are called in by the Employer and report for work shall be paid a minimum of two hours, pursuant to the *Employment Standards Act*.
- (f) Casual employees will receive the following rates for vacation, it will be applied to the total gross earnings in a pay period as in the *Employment Standards Act*.

Years of Service Entitlement

Years of Service	Rate of Pay for Vacation	Years of Service	Rate of Pay for Vacation
1	4%	9	7.2%
2	4.4%	10	7.6%
3	4.8%	11	8%
4	5.2%	12	8.4%
5	5.6%	13	8.8%
6	6%	14	9.2%
7	6.4%	15	9.6%
8	6.8%	16 and thereafter	10%

- (g) 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.
- (h) The following outline the Articles that apply to Casual Employees and do not:

Articles Which Apply to Casual Employees

Definitions

1. Preamble
2. Recognition of the Union
3. Union Security
4. Check-off of Union Dues
5. Employer/Union Acquaint New Employees
6. Employer Rights
7. Employer-Union Relations
8. Grievances
9. Arbitration
10. Dismissal, Disciplinary Suspension and Discipline

12. Vacancy Postings
 14. Hours of Work and Overtime with the exception of 14.3(b)
 15. Paid Holidays
 18. Workers' Compensation
 21. Occupational Health and Safety
 22. Health and Welfare
 23. Work Clothing and Related Supplies
 24. Payment of Wages and Allowances
 25. Notice of New and Changed Positions
 26. General Conditions
 27. Term of Agreement
 28. Technological, Automation and Other Changes
- Appendix 1 - Wage Scales
 Appendix 2 - Casual Employee
 Appendix 3 - List of Arbitrators/Investigators
 Memorandum of Agreement #1 - Harassment, Discrimination and Bullying
 Letter of Agreement #1 - Contracting Out

Articles Which Do Not Apply To Casual Employees

11. Seniority (except as it pertains to casual lists)
 13. Layoff/Recall Procedure
 16. Annual Vacation
 17. Sick Leave
 19. Leaves of Absence
 20. Maternity, Parental and Adoption Leave
 22. Health and Welfare
- Appendix 4 - Registered Retirement Savings Plan

APPENDIX 3
List of Arbitrators/Investigators

Corinn Bell
 Judi Korbin
 Chris Sullivan

If neither arbitrator is available, the Union and Employer will agree to an alternate available arbitrator from Vancouver Island.

APPENDIX 4
Registered Retirement Savings Plan

Effective from date of ratification, all regular employees shall have the option to participate in an Employee/Employer Matched Registered Retirement Savings' Plan (RRSP).

Eligible employees may contribute up to as follows:

- 0-2 years of service, up to 2% of gross monthly earnings
- 3-4 years of service, up to 3% of gross monthly earnings

- 5 years and over, up to 5% of gross monthly earnings

The Employer will match contributions up to the maximum percentages listed above.

The RRSP option is contingent on economic viability being that there are enough employees who are contributing to the plan and enough monetary contributions.

Great West Life will be the carrier for the RRSP option, if a change or cancellation of the Plan or carrier occurs, the employer will advise the Union.

Investment options will be limited to those offered by Great West Life as part of the Plan.

**MEMORANDUM OF AGREEMENT #1
Harassment, Discrimination and Bullying**

The Employer and the Union recognize the benefit to be derived from a work environment free from harassment, discrimination and bullying. The parties agree to foster and promote such an environment.

An employee who wishes to register a complaint of harassment, discrimination or bullying shall do so in accordance with the Employer's Respectful Workplace Policy.

**LETTER OF AGREEMENT #1
Contracting Out**

The Employer agrees not to contract our bargaining unit work which would result in the layoff of employees within the bargaining unit. This language does not stop the Employer from contracting out as long as an employee is not laid off.