

COLLECTIVE AGREEMENT

between

ASTER JOINT VENTURE LIMITED PARTNERSHIP DBA "AGECARE"

and the

B.C. GENERAL EMPLOYEES' UNION (BCGEU)

Effective from January 1, 2021 to December 31, 2023

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DEFINITIONS

For the purpose of this agreement:

- (1) "*basic pay*" means the rate of pay in each wage schedule.
- (2) "*spouse*" means a person to whom the employee is legally married, or with whom the employee lives in a marriage-like relationship and has either done so for a continuous period of at least one year or has a child with the other person.
- (3) "*employee*" means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees, defined as follows:
 - (i) "*full-time regular employee*" means an employee who is regularly scheduled to work 37½ hours per week, or more as may be provided for under this agreement, on a continuing basis;
 - (ii) "*part-time regular employee*" means an employee who is regularly scheduled to work less than 37½ hours per week, on a continuing basis;
 - (iii) "*regular employee*" means a full-time regular employee or part-time regular employee;
 - (iv) "*casual employee*" means an employee who is employed for temporary relief purposes or for work that cannot be scheduled on a regular basis.
- (4) "*Employer*" means Aster Joint Venture Limited Partnership dba "*AgeCare*".
- (5) "*leave of absence with pay*" means to be absent from duty with permission and with pay.
- (6) "*leave of absence without pay*" means to be absent from duty with permission but without pay.
- (7) "*Union*" means the B.C. General Employees' Union (BCGEU).
- (8) "*worksites*" means any location where bargaining unit employees provide services.
- (9) "*day*" means a calendar day unless specified otherwise.
- (10) "*week*" means a period of seven consecutive days beginning:
 - (i) for the purpose of calculating overtime, on Sunday;
 - (ii) for the purpose of average hours of work, on Sunday; and
 - (iii) for any other purpose, on any day;but a reference to a "*calendar week*" means a period of seven consecutive days beginning on Sunday.
- (11) "*month*" means a period calculated from a day in one month to a day numerically corresponding to that day in the following or preceding month, as the case may be, unless specified otherwise.
- (12) "*year*" means any period of 12 consecutive months; but a reference to a "*calendar year*" means a period of 12 consecutive months beginning on January 1st.
- (13) "*FTE*" means full-time equivalency.

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

ARTICLE 1 - PREAMBLE**1.1 Purpose of Agreement**

The purpose of this agreement is to establish and maintain an effective working relationship at all levels in which members of the bargaining unit are employed.

1.2 Future Legislation

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

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

1.3 Conflict with Rules

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

1.4 Use of Terms

- (a) *Gender-Neutral Terms*

Throughout this agreement, gender-neutral terms will be used.

- (b) *Singular or Plural*

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

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

- (a) The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.
- (b) The bargaining unit shall be comprised of all employees working in the Employer's present and future facilities in the Province of British Columbia, but shall not include those exclusions listed in Appendix 3 (List of Exclusions).

2.2 Correspondence

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

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

2.3 No Other Agreement

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

2.4 No Discrimination

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

2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select one steward and one alternate per 20 employees per worksite to represent employees who ideally will be representative of the care component, housekeeping component and dietary component of the staff. The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or their alternate shall obtain the permission of their manager and in their absence the person in charge before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their manager and in their absence the person in charge.

Duties of the steward are:

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

2.6 Bulletin Board

The Employer shall provide a bulletin board in each building at each worksite for the exclusive use of the Union, to be located at places mutually agreed upon at the worksite level. Use of the bulletin board shall be restricted to the business of the Union.

2.7 Union Insignia

- (a) A union member shall have the right to wear one union pin or badge displaying the recognized insignia of the Union.

- (b) The recognized insignia of the Union shall include the designation "BCGEU".

2.8 Union Shop Card

The Union shall furnish the Employer with a union shop card for each building at each worksite, to be displayed on the premises at a mutually agreed location. Such cards shall remain the property of the Union and shall be surrendered upon demand.

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Unpaid Leave - Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted with 14 days' written notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC, provided the dispute involves the Employer; or
 - (4) to employees representing the Union in collective bargaining.

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

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

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

- (c) The Employer will grant, upon 30 days' written notice, leave of absence without pay:
- (1) for an employee selected for a full-time position with the Union for a period of one year;
 - (2) for an employee elected to the position of President or Treasurer of the Union and the leave will be renewed upon request;

2.11 Technical Information

The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

ARTICLE 3 - UNION SECURITY

- (a) Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not a member of the Union prior to the date of certification, shall have the option of applying for membership in the Union which membership they shall maintain. Employees hired after the date of certification are required to become members of the Union as a condition of employment.
- (b) Nothing in this agreement shall be construed as requiring a person who was an employee prior to the certification date to become a member of the Union.
- (c) The Employer shall clearly state in its onboarding package for new employees that union membership is a condition of employment and advise how to make an application for membership. The membership application may be provided to the employee directly by the Union, and/or the parties may mutually agree for the Employer to make application forms available at the worksite.

ARTICLE 4 - CHECK-OFF OF UNION DUES

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

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

- (b) All deductions shall be remitted to the President of the Union not later than 28 days following the end of the month in which the deduction was made. The Employer shall also provide the following information for each employee: employee number; employee name; dues for the period, gross wages for the period; job position/title; service start date; appointment code (regular, casual, etc.); work location; home address; work phone; home phone; cell phone; and home email.
- (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, such changed amount shall be the amount deducted, provided that the changed deduction can be reasonably accommodated by the Employer's payroll system.

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

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

(e) When 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 as soon as possible, and in any event not later than March 1st of the succeeding year. T4 slips will be provided electronically unless the employee requests to be provided with a hard copy. Requests for hard copies must be in writing and submitted to the Employer no later than December 31st each year.

(f) The Employer shall provide to the Union on a quarterly basis a report of employees who have ceased employment and the Record of Employment (ROE) Code used in Block 16 of the ROE forms.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

(a) The Employer shall advise new employees that a collective agreement is in effect, acquaint them with the conditions of employment set out in Articles 3 (Union Security) and 4 (Check-Off of Union Dues).

(b) The Employer shall advise a new employee of the names and locations of the stewards. Whenever a steward is employed in the same work area as the new employee, the employee's immediate supervisor shall introduce the employee to the steward, who shall provide the employee with a copy of the collective agreement.

(c) The Employer shall notify the Chairperson of the Union Bargaining Committee of new employees within 10 days of the start date of the new employee. A union-designated steward shall be given an opportunity to meet with each new employee during the new employees' orientation schedule, without loss of pay, for 30 minutes some time during the first 30 days of employment. This shall be either an individual meeting or a group orientation, depending on the volume of new hires per month.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 Management Rights

(a) The management of the Employer's business, and the direction of the workforce, including hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as otherwise specifically provided in this agreement.

(b) The Union agrees that all employees shall be governed by all rules as adopted by the Employer and properly communicated to employees, provided such rules are not in conflict with this agreement.

6.2 Bargaining Unit Work

(a) Excluded staff shall not perform bargaining unit work.

(b) Despite (a) above, excluded staff are permitted to perform bargaining unit work in the following circumstances:

- (1) In an emergency where bargaining unit employees are not immediately available. In the case of an emergency, bargaining unit members shall be called to work immediately, and excluded staff shall cease to perform bargaining unit work when bargaining unit employees in sufficient numbers arrive on the scene ; and
- (2) Instruction of employees.

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 Human Resources with the names of its officers, and similarly, Human Resources shall supply the Union with the names of the designates with whom the Union may be required to transact business.

It is understood that should a change in either party's authorized representatives occur that notice shall be provided to the other party as soon as possible.

7.2 Union Bargaining Committee

A union bargaining committee shall consist of a maximum number of three representatives, plus alternates. Prior to bargaining commencing the parties shall discuss the current worksites including what would be appropriate committee representation at the bargaining table.

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

7.3 Union Representatives

- (a) Access to worksites shall be granted to a Union staff representative or their designate, when engaged with the Employer, when investigating, assisting in the settlement of a grievance, or to meet employees.
- (b) The union representative shall provide reasonable notice to the Site Leader or designate in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

7.4 Joint Labour/Management Committees

- (a) *Worksite Joint Labour/Management Committee*
 - (1) Each Worksite Joint Labour/Management Committee shall be composed of a maximum of two employees appointed by the Union and two employer representatives. A union staff representative or their designate and an additional representative of the Employer may also attend meetings of the Committee.
 - (2) The Worksite Joint Labour/Management Committee shall meet quarterly, or at the call of either party, unless mutually agreed otherwise, at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee.

(b) *Provincial Joint Labour/Management Committee*

(1) The Provincial Joint Labour/Management Committee shall be composed of the employees from each Worksite Labour/Management Committee and up to an equal number of employer representatives. One union staff representative or their designate and one additional representative of the Employer per Worksite Joint Labour/Management Committee may also attend meetings of the Committee.

(2) The Provincial Joint Labour/Management Committee shall meet twice per year, or at the call of either party, at a mutually agreed time. Meetings shall be by videoconference unless the parties mutually agree otherwise.

(c) *Terms and Procedures of Committees*

(1) An employer representative and a union representative shall alternate in presiding over the meetings.

(2) A committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.

(3) The committees shall consult regularly during the term of the agreement about issues relating to the workplace that affect the parties or any bargaining unit employee. In addition to this general purpose, a committee may make recommendations to the parties on the following:

- (i) matters, other than grievances, relating to the maintenance of good relations between the parties;
- (ii) correcting conditions causing misunderstandings or the filing of grievances;
- (iii) matters referred to it in accordance with this agreement;
- (iv) resolving workload issues.

(4) Employees shall not suffer any loss of basic pay for time spent attending committee meetings. Employees shall also be entitled to meet or otherwise prepare for committee meetings for up to one hour per committee meeting without loss of pay.

(5) Minutes of joint committee meetings shall be prepared by the parties on an alternating basis, or as otherwise mutually agreed, and distributed to committee members and the union President or their designate.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

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

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

8.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the direct supervisor or designate. 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, to Step 2 of the grievance procedure.

A grievance shall not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and direct supervisor or designate in accordance with Step 1 of the grievance procedure, except as clearly stated otherwise in this agreement.

8.3 Time Limits to Present Written Grievance

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

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

8.4 Step 2

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

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

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

8.5 Time Limit to Reply at Step 2

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

8.6 Step 3

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

- (a) 21 days after the decision has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2; or
- (b) 21 days after the Employer's reply was due.

8.7 Time Limit to Reply at Step 3

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

8.8 Time Limit to Submit to Arbitration

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

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

8.9 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by common electronic communication or registered mail.
- (b) Where a grievance, reply or notification is provided by registered mail, it shall be deemed to be presented on the day on which it is deposited and postmarked, and received on the day it is delivered to the appropriate office of the Employer or the Union.
- (c) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

8.10 Management Grievance

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

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

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

8.11 Time Limits

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

8.12 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representatives shall 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.
- (b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

8.13 Policy Grievances

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

8.14 Dismissal or Suspension

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance to the direct supervisor or designate commencing at Step 3 within 21 days of the employee receiving notice of dismissal or suspension.

8.15 Investigator

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

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

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

The parties shall equally share the costs of the fees and expenses of the investigator.

ARTICLE 9 - ARBITRATION**9.1 Notification**

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

9.2 Arbitrator

The parties agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators listed in Appendix 2 (List of Arbitrators/Investigators).

9.3 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just

and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

9.4 Disagreement on Decision

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

9.5 Expenses of Arbitration

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

9.6 Amending Time Limits

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

9.7 Expedited Arbitration

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

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

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

It is agreed that arbitration decisions made under this provision shall not be appealed.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Just and Reasonable Cause

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

10.2 Notice of Dismissal or Suspension

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

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action.
- (c) 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.
- (d) Any such document, other than official performance appraisals shall be removed from the employee's file after the expiration of 18 months from the date it was issued, provided that there has not been any further infraction of the same issue.
- (e) In cases where disciplinary documents relate to resident or patient abuse, such documents shall be maintained in the employee's file for a period of 24 months from the date it was issued provided that there has not been any further infractions of resident abuse.
- (f) In the event a disciplinary document is placed on an employee's file without their knowledge contrary to (b) above or remains on an employee's file after the expiration times specified in (d) and (e) above, it shall not be introduced as evidence in any hearing and shall not be relied upon for determining further discipline.

10.4 Performance Appraisal

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

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

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

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

10.5 Personnel File

- (a) An employee, or the President of the Union (or their designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate written notice, prior to having access to such file. Access to the file shall be no later than three days after notice is given.

- (b) With reasonable written notice given to the Employer, an employee shall be permitted to review their personnel file in the office in which the file is normally kept.

10.6 Right to Have Steward Present

- (a) An employee shall have the right to have a steward present at any investigative meeting with management that may result in disciplinary action.
- (b) This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.
- (c) Where a direct supervisor or designate intends to conduct an investigative meeting, the direct supervisor or designate must notify the employee in advance of the purpose of the investigative meeting and of their right to have a steward present in order that the employee may contact their steward, providing that this does not result in an undue delay of the investigative meeting.

Where a direct supervisor or designate intends to conduct an investigative meeting with a 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, another shop steward or alternate present at any disciplinary discussion with the direct supervisor or designate, providing that this does not result in an undue delay of the investigative meeting.

10.7 Employment Abandoned

Any employee who fails to report for work and does not notify the person in charge within three workdays, and who cannot give an acceptable reason for their absence, shall be considered as having abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer. Examples of acceptable reasons may include, but not be limited to incapacitation due to illness or injury, natural disasters.

10.8 Employee Investigations

- (a) The Employer shall make every effort to complete its investigation within 14 days. The Employer shall provide the Union with a summary of the investigation report. This summary sheet is on a "*without prejudice*" basis and shall not be referred to by either party in any third-party proceedings.
- (b) The Employer shall notify the Chairperson of the Union Bargaining Committee or their designate when an investigation of conduct has been initiated.

10.9 Unsuccessful Probationary Period

- (a) The Employer may release a probationary employee if the employee is unsuitable for continued employment, provided that the factors involved in unsuitability could reasonably be expected to affect work performance.
- (b) An employee who is released on probation may grieve the decision within 21 days of receiving the notice of release by filing a grievance via the Union directly at Step 2.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

- (a) Seniority shall be defined as the length of the employee's continuous employment with the facility and shall be accumulated based on straight-time hours paid since the most recent date of employment with the Employer. The Employer shall recognize all service prior to certification.
- (b) Upon completion of the probationary period, the initial date of employment shall be used in determining benefits and seniority hours.
- (c) Straight-time paid hours shall include:
 - (1) any paid leave;
 - (2) leave during which time an employee is in receipt of wage-loss benefits from the WSBC pursuant to Sections 29 or 30 of the *Workers Compensation Act*. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WSBC benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections;
 - (3) union leave;
 - (4) birthing parent and parental leave;
 - (5) any other approved unpaid leave of absence during which employment is deemed continuous by the *Employment Standards Act*.

11.2 Seniority Lists

Seniority lists for all employees shall be posted within the first week of the months of January, April, July and October. The seniority lists shall include the name, department, worksite and straight-time hours paid up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the President of the Union or their designate and to the bargaining unit Chairperson. Such lists shall be open for final correction for a period of 30 calendar days following the posting, after which the seniority list shall be considered accurate.

11.3 Loss of Seniority

An employee shall lose their seniority only in the event that:

- (a) they are discharged for just cause;
- (b) they voluntarily terminate their employment;
- (c) they are on layoff for more than 12 months;
- (d) they abandon their position in accordance with Clause 10.7 (Employment Abandoned);
- (e) they are on layoff and fail to report when recalled for work of an ongoing nature within seven calendar days after being notified of recall by registered mail from the Employer. Employees who are required to provide notice to another employer may report to work within 14 calendar days after being notified of recall by registered mail.

- (f) they are permanently hired to an excluded position and do not return to the bargaining unit within six months.

11.4 Re-Employment

An employee who resigns their position and within 90 days is rehired shall retain all previous rights in relation to seniority and benefits subject to any benefit plan eligibility requirements.

11.5 Same Seniority

Where two or more employees have the same seniority and a seniority-based matter is in question, seniority shall be determined in favour of the employee with the earliest initial date of employment and any ties the Union shall determine by chance.

ARTICLE 12 - VACANCY POSTING

12.1 Job Postings

- (a) A posting shall be required for vacancies or new positions and shall be posted within seven days of the vacancy arising. A one-time increase of seven hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.
- (b) A change in the starting or quitting times, shift schedules, master rotation or scheduled days off shall not constitute a vacancy.
- (c) The Employer agrees to post such vacancy or new job in the worksites and on its employer website for a period of at least seven calendar days in advance of the selection process. Applications must be received during the seven-day period or the closing date, whichever is longer, in order to be considered by the Employer. All postings shall remain up on the employer website until the vacancy is filled or cancelled.
- (d) The posting shall contain the following information: title of the job, nature of position, experience, qualifications, hours of work, shift schedule, work unit, line number, wage rate, approximate start date, posting closing date, and how to apply. All job postings shall state: *"Members of equity-seeking groups are encouraged to apply"* and *"Union membership is a condition of employment"*.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process.
- (f) A copy of the job posting shall be sent at the time of posting to the union President or their designate and the Chairperson of the Bargaining Committee.
- (g) If a vacancy is posted and filled by an employee currently in the bargaining unit, the successful applicant shall be notified within one week of the decision being made, unsuccessful internal candidates shall be notified and provided the name of the successful applicant within one week of the decision being made, and the name of the successful candidate shall be posted on the bulletin board within a further three days of the successful and unsuccessful applicants being notified.

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

(1) An employee may apply for any temporary vacancy but is expected to complete the term of the vacancy.

(2) Notwithstanding (1) above, an employee working in a temporary vacancy may apply for a subsequent temporary vacancy without completing the current temporary vacancy once per calendar year.

12.2 Selection Process

(a) In filling vacancies, the determining factors and their weighting shall be:

- (1) ability 40%
- (2) experience..... 25%
- (3) performance 25%
- (4) seniority 10%

Where the above factors are relatively equal, seniority shall be the determining factor.

(b) Internal applicants shall be considered prior to external applicants.

(c) A successful internal applicant from another worksite shall transfer seamlessly to another worksite.

12.3 Probationary Period

It is understood that all new employees shall be subject to a probationary period of 488 hours worked.

12.4 Trial Period

When a vacancy is filled by an existing employee, the employee shall be confirmed in the new job after a period of 488 hours worked if it is a different classification for that employee. In the event the employee proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to their former position, they shall 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 rate, without loss of seniority.

12.5 Right to Grieve

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

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

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 employees who were applicants.

12.6 Vacancy Posting

- (a) If a regular employee is absent from their position for more than six consecutive weeks, such position shall be posted as a temporary position in accordance with the provisions of Article 12 (Vacancy Posting).
- (b) Temporary postings shall not exceed one year in duration without written agreement from the Union. Agreement to extend a temporary posting shall not be unreasonably withheld. When an employee commences birthing parent leave early or extends their birthing parent leave as a result of a pregnancy related medical issue, the one-year period shall be extended to cover the medical leave.
- (c) Temporary postings shall include wording advising applicants that the position is "*up to one year or to the return of the incumbent. This position may end with two weeks' written notice.*"
- (d) When an employee who is absent from their position for up to one year as a result of a medical claim is medically able to return to work, they shall be placed in their previous position at their former wage rate. An employee who is absent from their position for more than one year as a result of a medical claim is medically able to return to work, they shall be placed in an equivalent vacant position at the current wage rate for their position. If no vacant equivalent position exists, the employee will be entitled to displace a less senior employee in accordance with Article 13 (Layoff and Recall).
- (e) When an employee has been off work beyond one year the vacancy shall be posted in accordance with Clause 12.1(e).

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of Layoff

It shall be considered a layoff when the Employer reduces an employee's regular hours by 10% or more, or when the reduction results in a change in status (FT to PT). If the reduction is by mutual agreement between the employee and the Employer, it shall not be considered to be a layoff.

13.2 Pre-Layoff Canvass

- (a) Before a layoff occurs, the Employer shall consult with the Union to discuss lessening disruption to residents and staff, as well as whether a pre-layoff canvass of employees is necessary or advisable or may be waived. If the pre-layoff canvass is not waived, then prior to the layoff of regular employees under Clause 13.3 (Layoff), the Employer shall canvass employees in writing to invite:
- (1) placement on the casual call-in and recall lists with no loss of seniority;
 - (2) early retirement; or
 - (3) other voluntary options, as agreed to by the Union and the Employer.

Where more than one employee expresses interest in one of the above options, they shall be offered to qualified employees based on seniority.

- (b) An employee must submit their response to the pre-layoff canvass to the Employer within seven days of the employee receiving of the written notice, otherwise the employee's response shall not be considered.

(c) Where an employee selects an option, and once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer. The Employer shall notify the Union of the employee's selection.

13.3 Layoff

Job security shall increase in proportion to an employee's length of service. In the event of a layoff, employees shall be laid off by job classification in reverse order of seniority within a department at their worksite.

13.4 Displacement

(a) A laid off employee may choose to:

(1) displace a less senior employee in the same department at their worksite, provided the employee is qualified to do the job of the less senior employee and the new position would not constitute a promotion; or

(2) be placed on the recall list, and if the employee so chooses also on the casual call-in list (from which the employee may withdraw at any time without penalty), with no loss of seniority or accumulated entitlements.

(b) An employee displaced by this process shall be considered a laid off employee and entitled to rights under this article.

(c) Within seven days of receiving both the notification of layoff and all information reasonably required by the employee to make an informed decision about their options, the employee shall provide written notice of their choice to the Employer's designate.

13.5 Recall

(a) Employees on the recall list shall be recalled to available work on the basis of last off - first on provided they are qualified and able to perform the duties.

(b) An employee may refuse recall to a lower-paid classification without affecting their recall rights.

(c) The recall period shall be 12 months. At the end of the recall period, an employee may choose to become a casual employee and be placed or remain on call-in lists with their seniority.

(d) No new employee shall be hired until eligible employees on the recall list have been given opportunity of recall.

13.6 Advance Notice or Pay in Lieu

(a) After three consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one week's wages as compensation for length of service.

(b) The Employer's liability for compensation for length of service increases as follows:

(1) after 12 consecutive months of employment, to an amount equal to two weeks' wages;

(2) after three consecutive years of employment, to an amount equal to three weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of eight weeks' wages.

- (c) The liability is deemed to be discharged if the employee
- (1) is given notice of termination as follows:
 - (i) one week's notice after three consecutive months of employment;
 - (ii) two weeks' notice after 12 consecutive months of employment;
 - (iii) three weeks' notice after three consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight weeks' notice.
 - (2) is given a combination of written notice under (e) and money equivalent to the amount the Employer is liable to pay, or
 - (3) terminates the employment, retires from employment, or is dismissed for just cause.

ARTICLE 14 - HOURS OF WORK

14.1 Continuous Operation

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

14.2 Hours of Work

- (a) The hours of work for a regular full-time employee shall be seven and one-half hours per day and 37 ½ hours per week, exclusive of unpaid meal breaks.
- (b) *Extended Hours Shifts*

Extended workdays and/or extended workweeks are shifts in excess of the regular hours of work as outlined in Clause 14.2(a) that average an employee's regular hours of work over an agreed upon averaging period. In no case shall extended workdays be greater than 12 hours in length, exclusive of unpaid meal breaks. In no case shall extended workweeks be greater than an average of 44 hours, exclusive of unpaid meal breaks.

All provisions of the collective agreement continue to apply to an employee working extended workday and/or extended workweek schedules except as varied below:

- (1) Implementation of extended workday and/or extended workweek schedules requires the agreement of the Employer and the Union.
- (2) Overtime shall be in accordance with Clause 15.11 (Overtime for Extended Hour Shifts).
- (3) Any paid leaves in the collective agreement shall be paid using the principles of equivalent hours up to the maximum entitlement.

It is understood by the parties that the guiding principles of extended workday and/or extended workweek schedules are to ensure that the employees working these shifts receive no greater nor lesser benefits than what they would have received working "*regular*" work hours/week.

- (c) The minimum annual hours for a regular full-time employee is 1950.

14.3 Scheduling

- (a) The Employer shall arrange all shift schedules and post them at least 14 days in advance of the effective date.
- (b) No full-time regular employee shall be scheduled for more than five consecutive days without receiving two consecutive days off.
- (c) For clarity and despite (b) above, where unscheduled work on a sixth consecutive day arises, an employee may work on the sixth consecutive day at the appropriate overtime rate.

14.4 No Split Shifts

There shall be no split shifts.

14.5 Minimum Pay

- (a) An employee reporting to work at the call of the Employer shall be paid a minimum of two hours pay at their regular rate of pay if they do not commence work, and a minimum of four hours pay at their regular rate of pay if they commence work.
- (b) Despite (a) above, and whether or not an employee starts work, the Employer shall pay an employee who had been scheduled to work more than eight hours that day a minimum of four hours' pay at the employee's regular rate of pay.

14.6 Shift Exchanges

Employees may exchange shifts with the prior approval of the Employer, provided that a minimum of 48 hours' advance notice in writing is given and there is no increase in cost to the Employer. Such requests shall not be unreasonably withheld. In extraordinary circumstances, the Site Leader or designate may approve shift exchanges or exchanges of shift rotations with less than 48 hours' notice.

14.7 Short Changeover

- (a) If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of the next regular shift, the employee shall not be required to report to work until there are eight clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.
- (b) Despite (a) above, if it is operationally necessary for an employee to report to work within the eight-hour period, then overtime rates shall apply to all hours worked on the shift that starts within that period.

14.8 Significant Schedule Change

- (a) Where the Employer plans to implement a significant change in the shift schedule of regular employees that will affect a majority of employees in the rotation, the Employer shall consult the affected employees, the Chairperson of the Bargaining Committee and the union President or their designate prior to implementing the change.
- (b) Consultation with affected employees shall include inquiring about and giving due consideration to the importance placed by affected employees on the existing hours of work, days off and work area; and the impact the changes will have on the personal circumstances of such employees.

(c) This clause shall not limit the Employer's right to implement a schedule change, provided it meets its obligations in (a) and (b) above and the change is consistent with the operational requirements and the provisions of the collective agreement and is not capricious, arbitrary, discriminatory or in bad faith.

14.9 Shift Premiums

(a) *Shift Definitions:*

- (1) Day shift is a shift that commences between 5:00 a.m. and 11:59 a.m.
- (2) Afternoon shift is a shift that commences between noon and 5:59 p.m.
- (3) Night shift is a shift that commences between 6:00 p.m. and 4:59 a.m.
- (4) 12-hour shifts are considered to be either day shift or night shift
- (5) Weekend is a duration between 6:00 p.m. Friday and 4:59 a.m. Monday

(b) *Shift Premiums*

- (1) Effective August 1, 2021, employees working afternoon shift shall be paid a shift premium of \$1 per hour for the entire shift worked.
- (2) Effective August 1, 2021, employees working night shift shall be paid a shift premium of \$1.25 per hour for the entire shift worked.
- (3) Effective August 1, 2021, employees shall be paid a shift premium of \$1.25 per hour for all hours over the weekend.
- (4) Where applicable, an Employee shall be eligible to receive weekend premium in addition to either afternoon or night shift premium.

(c) *Premiums on Paystubs*

Shift premiums paid shall be shown as a separate line on an employee's paystub.

14.10 Rest and Meal Periods

(a) There shall be a 15-minute paid rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four hours, shall receive one 15-minute paid rest period. Employees working shifts longer than seven and one-half hours shall receive an additional 15-minute paid rest period for every additional two and one-half hours worked.

(b) An unpaid meal period of one-half hour shall be scheduled as close as possible to the middle of each shift of five hours or more and shall be taken away from the work area, and the employee may take it away from the worksite unless required by the Employer to be available for work.

(c) Employees required by the Employer to be available for work during their scheduled meal period shall receive pay for their meal period at straight-time rates. In addition, an employee who works during a meal period shall have their meal period rescheduled to an alternative time during that shift. Employees whose meal period is not rescheduled shall be paid for their meal period at overtime rates.

(d) Despite (b) above, employees working shifts longer than 10 hours shall be entitled to two one-half hour meal periods.

(e) The Employer shall provide designated staff areas for rest and meals. Issues about the appropriate use of those areas may be referred to a joint labour/management committee.

ARTICLE 15 - OVERTIME

15.1 Definition of Overtime

- (a) "*Overtime*" means authorized work performed by an employee greater than 15 minutes in excess of the hours of work outlined in Clause 14.2 (Hours of Work).
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means two times the straight-time rate.

15.2 Authorization and Application of Overtime

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

15.3 Allocation of Overtime

Except in the case of emergencies or short notice where the Employer receives less than 12 hours' notice before the start of the shift to be filled, overtime shall be allocated on an equitable basis within the appropriate classifications at the worksite, considering employee availability. For the purpose of this clause, an effort by the Employer to contact an employee shall constitute an opportunity to work. Overtime allocation may be referred to a joint labour/management committee for review and discussion.

15.4 Right to Refuse Overtime

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

15.5 Overtime for Part-Time and Casual Employees

- (a) A regular part-time or casual employee working less than or equal to seven and one-half hours per day, shall be paid at the rate of straight-time for the hours so worked. Overtime rates shall apply to hours worked in excess of seven and one-half hours.
- (b) A regular part-time or casual employee working less than or equal to 37 ½ hours per week, shall be paid at the rate of straight-time for the days so worked. Overtime rates shall apply to hours worked in excess of 37 ½ hours per week, where only the first seven and one-half hours worked by an employee in each day are counted no matter how long the employee works on any day of the week.
- (c) Regular part-time and casual employees may work six consecutive days with one day of rest without attracting overtime provided that daily and weekly hours of hours of work are not exceeded. Overtime rates shall apply to hours worked on the seventh and subsequent consecutive day worked, until the employee receives at least 32 consecutive hours free from work.
- (d) A casual employee who is working an extended hour shift rotation for seven or more calendar days shall be paid overtime based on Clause 15.11 (Overtime for Extended Hour Shifts).

15.6 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half for the first four hours worked in excess of seven and one-half hours on a regularly scheduled workday and double-time thereafter;
- (b) time and one-half for hours worked in excess of 37 ½ hours per week, where only the first seven and one-half hours worked by an employee in each day are counted no matter how long the employee works on any day of the week.

15.7 Callback

Regular employees called back to work on their regular time off shall receive a minimum of two hours' overtime pay at the applicable rate or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

15.8 Rest Interval

- (a) A regular employee required to work overtime beyond their regularly scheduled shift shall be entitled to eight clear hours off between the end of the overtime and the start of the next regular shift. If it is not possible to provide eight clear hours off between the overtime shift and the employee's next regularly scheduled shift, then the employee shall not be required to report to work until there are eight clear hours between the end of the overtime shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.
- (b) Despite (a) above, if it is operationally necessary for an employee to report to work within the eight-hour period, then overtime rates shall apply to all hours worked on the shift that starts within that period.

15.9 Shift Exchanges

In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts. All shift exchanges must be approved in accordance with Clause 14.6 (Shift Exchanges).

15.10 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half hours' overtime following their scheduled hours of work shall be provided with a meal at the Employer's expense. If no meal is available, the employee shall be provided a meal allowance of \$23.

15.11 Overtime for Extended Hour Shifts

- (a) Overtime worked shall be compensated at the following rates:
 - (1) time and one-half for hours worked in excess of the scheduled hours on a regularly scheduled workday;
 - (2) double-time for hours worked in excess of 12 hours on a regularly scheduled workday;
 - (3) time and one-half for hours worked in excess of the average hours per week within the period specified in the averaging agreement.

- (b) For the purpose of calculating average weekly hours for (a)(3) above:
- (1) only the first 12 hours worked by the employee are counted no matter how long the employee works on any day of the week; and
- (2) the time the employee works beyond the scheduled hours and the employee is paid overtime under (a)(1) and (a)(2) above is excluded.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

- (a) The following shall be paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day

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

16.2 Working on a Paid Holiday

- (a) Regular employees who are required to work on a paid holiday that is a scheduled workday shall be paid at a rate of time and one-half for hours worked and the employee shall be entitled to a day off with pay in lieu.
- (b) Casual employees who are required to work on a paid holiday that is a scheduled workday shall be paid at a rate of time and one-half for hours worked. The casual employee shall also be entitled to pay in accordance with Clause 16.7(c).
- (c) Overtime worked on a paid holiday shall be paid at the rate of two times employee's straight-time rate of pay for all hours of overtime worked.

16.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on a regular employee's day of rest, the employee shall be entitled to a day off with pay in lieu.
- (b) When a paid holiday falls on a day a casual employee is not working, the employee shall be entitled to pay in accordance with Clause 16.7(c).

16.4 Day Off in Lieu

Regular employees shall have their days off in lieu scheduled during vacation selection.

16.5 Paid Holiday Coinciding with a Day of Vacation

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

16.6 Christmas Day or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that regular employees required to work shifts shall have at least Christmas Day or the following New Year's Day off. Employees shall indicate their preference in writing on or before November 1st of each year. The Employer shall grant preferences based on seniority within a classification, subject only to operational requirements.

16.7 Paid Holiday Pay

- (a) Payment for paid holidays shall be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the 60 working days preceding the designated holiday, in which case the employee shall receive the higher rate.
- (b) Holiday pay for eligible regular part-time employees shall be prorated on the basis of the employee's FTE.
- (c) Casual employees shall be paid on each paycheque 4.84% holiday pay based on gross earnings, excluding overtime earnings.

ARTICLE 17 - ANNUAL VACATION**17.1 Vacation Entitlement**

- (a) The vacation year is the calendar year. Vacation for regular employees is earned and used in the same calendar year. Employees may access unearned vacation, following completion of the probationary period. If an employee resigns or is terminated and has taken more vacation than earned, the unearned vacation shall be deducted from the employee's final paycheque.
- (b) Regular employees shall earn vacation as follows:

Years of Service	Annual Weeks	Biweekly Accrual Rate (based on 37.5 hours per week)
During the 1 st to 3 rd years of continuous employment	2 weeks	3 hours
During the 4 th to 7 th years of continuous employment	3 weeks	4.5 hours
During the 8 th and subsequent years of continuous employment	4 weeks	6 hours

Vacation entitlement is accrued and scheduled in hours, based on the regular weekly hours of thirty-seven and one-half hours per week or the employee's weekly hours under an extended workweek. Vacation is paid at the employee's basic rate of pay when the vacation is taken.

- (c) Regular part-time employees shall be entitled to annual vacation on a prorated basis based on their FTE.
- (d) Vacation does not accrue during periods when an employee is:
 - (1) on layoff and recall;
 - (2) on an unpaid general leave exceeding 20 working shifts.

- (e) Casual employees shall receive vacation pay on each pay as follows:

Years of Service	Vacation Pay
During the 1 st to 3 rd years of continuous employment	4%
During the 4 th to 7 th years of continuous employment	6%
During the 8 th and subsequent years of continuous employment	8%

17.2 Vacation Scheduling

- (a) The Employer shall notify each employee of their vacation entitlement and solicit vacation requests, and employees shall submit their vacation requests to their supervisors, as follows:

Employer to Solicit Vacation Requests by:	Employee to Submit Vacation Request by:	For Vacation Period:
September 15 th	October 15 th	January 1 st through June 30 th
February 15 th	March 15 th	July 1 st through December 31 st

- (b) Vacation requests shall be approved by the Employer within fourteen days of the submission dates in (a) above.

- (c) Employees who do not exercise their seniority rights by the submission dates in (a) above shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority.

- (d) *Unscheduled Vacation*

(1) There is no carryover or payout of vacation as a result of the employee not requesting time off.

(2) The Employer shall notify employees of unscheduled vacation by July 1st. The employee may schedule unused vacation at mutually agreed to time.

(3) The Employer shall meet with employees by July 31st to discuss and schedule all outstanding vacation by year end.

(4) By October 15th all unscheduled vacation may be scheduled by the Employer following consultation with the employee, or the Employer may permit the carry over of unscheduled vacation into the subsequent vacation year.

(5) An employee shall not receive pay in lieu of vacation time, except upon retirement or termination.

17.3 Vacation Preference

- (a) Preferences in the selection and allocation of vacation time shall be determined on the basis of seniority within a department.

- (b) An employee may choose to receive their vacation in an unbroken period, or to split it into periods of one or more weeks and/or in shorter periods.

17.4 Vacation Schedule Changes

Vacation schedules, once approved, shall not be changed, except in cases of Employer or employee emergency or by mutual agreement between the employee and the Employer. Where an employee

requests a non-emergency vacation schedule change, the Employer shall not unreasonably withhold approval.

17.5 Callback

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

17.6 Vacation Credits Upon Death

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

17.7 Reinstatement of Vacation Days**(a) Bereavement Leave**

If an employee is qualified for bereavement leave prior to the start of their vacation, the employee shall be granted bereavement leave and the displaced vacation shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the employee and the Employer do not agree, it shall be reinstated for use at a later date.

(b) Sick Leave

If an employee is sick or injured prior to the start of their vacation, the employee shall be granted sick leave and the displaced vacation period shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the employee and the Employer do not agree, it shall be reinstated for use at a later date. The employee may be required to provide supporting medical documentation.

ARTICLE 18 - SICK LEAVE**18.1 Sick Leave Entitlement**

- (a) A regular employee shall only use sick leave when an illness or injury prevents them from working, or where medical and dental appointments cannot be scheduled outside the employee's working hours.
- (b) After 90 consecutive days of employment, a regular employee shall earn one day of paid sick leave at the end of each calendar month, up to a maximum of 10 days.

A regular employee may access unearned paid sick leave after 90 consecutive days of employment. The maximum amount of unearned paid sick leave an employee can access is the greater of either:

- (1) the number of days they will accrue by December 31st of the current calendar year; or

- (2) the number of days of injury or illness leave under the *Employment Standards Act* they are entitled to receive in remainder of the current calendar year.

Unearned paid sick leave days granted under (1) shall be offset against sick leave earned in the balance of the calendar year, resulting in a zero balance of sick leave as of December 31st. Unearned paid sick leave days granted under (2) shall be offset against sick leave earned in the balance of the calendar year, and any negative balance as of December 31st shall be reset to zero. A regular employee shall not accrue more than 10 paid sick leave days in a calendar year.

Unused sick leave days are not paid out. The use of sick leave for medical and dental appointments shall not exceed two days per year.

If a regular employee resigns or is terminated and has taken more sick leave days than they earned, any unearned paid sick leave in excess of the employee's illness or injury leave under the *Employment Standards Act* shall be deducted from the employee's final paycheque.

- (c) Sick leave is paid at the employee's basic rate of pay based on the number of hours the employee is absent from their scheduled shift. Any sick leave paid on a day is considered a sick day used, regardless of the number of hours paid.

- (d) Casual employees are not eligible for sick leave under this collective agreement. Casual employees receive illness or injury leave in accordance with the *Employment Standards Act* and the associated regulations.

18.2 Medical Certificates

- (a) The Site Leader or designate may require employees who are absent from work due to illness or injury exceeding three consecutive shifts to submit reasonable supporting medical evidence prior to authorizing the paid sick leave.

- (b) Where an employee's sick leave usage appears excessive, appears to have a pattern of absences, or occurs after a request for time off is denied, the Employer may require the employee to provide a medical certificate.

- (c) The cost of obtaining a medical certificate shall be borne by the employee.

18.3 Employee to Inform Employer

The employee shall advise the Site Leader or designate as soon as possible of their inability to report to work because of sickness or injury, the nature of the illness or injury, and the probable date of their return to work.

18.4 Return to Work

- (a) Employees who are absent from work because of sickness shall contact the Community Site Leader or designate on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

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

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

18.5 Third Party Coverage

In the event than an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six months following the illness or injury, unless the employee first elects to take action on their own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

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

ARTICLE 19 - WORKERS' COMPENSATION

19.1 Sick Leave for Illness or Injury/WorkSafeBC

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

19.2 Benefits While on Compensation

Regular employees who are absent from work and in receipt of WorkSafeBC (WSBC) 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(c)(2) shall continue to accrue;
- (b) vacation entitlement in Clause 17.1 (Vacation Entitlement) shall continue to accrue; and
- (c) the health and welfare provisions of Article 24 (Health and Welfare) shall continue to apply throughout the period of absence.

19.3 Employee to Contact Employer

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

Employees who are absent from work due to a WSBC-related injury shall contact their supervisor or other employer designate on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

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

ARTICLE 20 - SPECIAL AND OTHER LEAVE**20.1 Compassionate Care Leave**

An employee is entitled to compassionate care leave of absence without pay in accordance with the *Employment Standards Act* of up to 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. The employee shall be required to provide documentation to support their request for such leave. There shall be no interruption in the accrual of seniority or benefits provided for under Article 24 (Health and Welfare).

20.2 Bereavement Leave

- (a) the event of the death of an immediate family member, an employee who is not on unpaid leave of absence shall be entitled to bereavement leave, at their regular rate of pay, for three consecutive work shifts. The employee may be entitled to two additional days off, without pay, to travel in conjunction with the bereavement leave day.
- (b) In the alternative to (a) above, if an established ethno-cultural or religious practice provides for ceremonial occasions other than the bereavement period between the date of death and the date of the funeral, an employee may take the bereavement leave day and any necessary travel time referred to (a), at the time of the ceremonial occasion.
- (c) Immediate family is defined as an employee's parent, stepparent, foster parent, spouse, common-law spouse, child, legal stepchild, legal ward, legal guardian, sibling, parent-in-law, grandparent, child-in-law, and any other relative permanently residing in the employee's household or with whom the employee resides.
- (d) If an employee is on vacation at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation.

20.3 Unpaid Leave for Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office as per Clauses 20.4 (Unpaid General Leave) and 20.5 (Health and Welfare Benefits While on Unpaid Leave of Absence).

20.4 Unpaid General Leave

- (a) Subject to 20.4(b), an employee may request unpaid general leave of absence for any purpose. Requests for such leave of absence shall be made in writing, addressed to their immediate supervisor. Reasonable notice of at least 14 days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall be subject to operational requirements and shall not be unreasonably withheld.
- (b) Employees must use all unrequested vacation prior to being granted an unpaid general leave of absence. Employees shall not be required to cancel vacation that has been requested or scheduled in advance to replace unpaid general leave.
- (c) Such leave shall not be granted where the employee is assuming other employment. Leaves shall not be extended beyond six months, except in exceptional or unusual circumstances.

(d) Any employee who has been granted leave of absence and who over stays such leave by more than three working shifts, unless permission is obtained or a satisfactory explanation is provided, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

(e) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding 20 working shifts in any year, the employee shall not accumulate benefits or seniority from the 21st day of the unpaid leave to the last day of the unpaid leave.

20.5 Health and Welfare Benefits While on Unpaid Leave of Absence

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

(b) Employees who are absent for more than 20 work shifts in any calendar year due to taking unpaid general leave and opt to not pay the cost of the benefit premiums shall lose access to benefits and shall have their entitlement to such benefits reinstated on the first day of the calendar month following their return to active duty in accordance with Clause 24.2 (Commencement of Coverage), subject to approval by the benefit provider.

(c) Employees on an unpaid medical leave or WSBC leave whose benefit coverage was inactive shall have their benefits reinstated on the first day of the calendar month following their return to active duty in accordance with Clause 24.2 (Commencement of Coverage).

(d) Notwithstanding (a) above, if an employee is on unpaid leave of absence for any of the following reasons:

- (1) pregnancy, parental or adoption leave;
- (2) family responsibility leave;
- (3) compassionate care leave;
- (4) reservists leave;
- (5) bereavement leave;
- (6) jury duty, or
- (7) for volunteer fire fighting duties.

their benefit coverage shall be continued providing the employee pays, in advance, their share of the monthly cost of all of the benefit premiums to the Employer in accordance with the procedures established by the Employer.

20.6 Education Leave

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

- (b) When an employee goes on approved education leave, upon completion of the leave they shall return to their former position.
- (c) Educational courses referred to on a job description shall not be paid for by the Employer and employees may use vacation or unpaid leave.

20.7 Jury Duty and Leave for Court Appearances

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

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

20.8 Wellness Day

Effective the start of the first pay period 30 days after ratification, a regular employee shall be entitled to one wellness day with pay within every calendar year. This can be requested and scheduled in conjunction with annual vacation or at any time during the year.

ARTICLE 21 - BIRTHING PARENT AND PARENTAL LEAVE

21.1 Birthing Parent Leave

- (a) A pregnant employee who requests leave under this clause is entitled to 17 weeks of unpaid leave:
 - (1) *Beginning*
 - (i) no earlier than 11 weeks before the expected birth date; and
 - (ii) no later than the actual birth date.
 - (2) *Ending*
 - (i) no earlier than six weeks after the actual birth date, unless the employee requests a shorter period; and
 - (ii) no later than 17 weeks after the actual birth date.
- (b) An employee who requests leave under this clause after the birth of a child is entitled to unpaid leave in accordance with (a) above.
- (c) An employee who requests leave under this clause after the termination of the employee's pregnancy is entitled to six consecutive weeks of unpaid leave beginning on the date of the termination of the pregnancy.
- (d) An employee is entitled up to six additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when their leave ends under (a), (b) or (c) above.

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

21.2 Parental Leave

- (a) An employee who requests parental leave under this article is entitled to:
 - (1) for a parent who takes leave under Clause 21.1 (Birthing Parent Leave) in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause 21.1 (Birthing Parent Leave) unless the Employer and the employee agree otherwise
 - (2) for a parent, other than an adopting parent, who does not take leave under Clause 21.1 (Birthing Parent Leave) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave beginning within 78 weeks after the birth
 - (3) for an adopting parent, up to 62 consecutive weeks of unpaid leave beginning within 78 weeks after the child is placed with the parent
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the leave taken under (a) above.
- (c) A request for leave must:
 - (1) be given in writing to the Employer;
 - (2) if the request is for leave under (a)(1) or (a)(2) above, be given to the Employer at least four weeks before the employee proposes to begin leave; and
 - (3) if required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) An employee's combined entitlement to leave under Clauses 21.1 (Birthing Parent Leave) and 21.2 (Parental Leave) is limited to 78 weeks plus any additional leave the employee is entitled to under Clause 21.1(c) or 21.2(c).

21.3 Return from Leave

- (a) An employee on leave pursuant to Clauses 21.1 (Birthing Parent Leave) and 21.2 (Parental Leave) shall provide the Employer with at least one month's written notice. On return from leave, an employee shall be placed in their former position or where the position no longer exists in a position of equal rank and basic pay. Where no position exists, Article 13 (Layoff and Recall) shall apply.
- (b) The employee shall not have an advantage over other employees as a result of such leave.

21.4 Benefit Plan

If an employee maintains coverage for benefits while on birthing parent or parental leave, the Employer shall pay the Employer's share of these premiums.

21.5 Sick Leave

An employee who is unable to work as a result of illness arising from pregnancy may use any available sick leave prior to leave of absence.

21.6 Vacation

The employee shall retain vacation accrued immediately prior to commencing the leave and shall continue to accrue vacation for the duration of the leave.

21.7 Seniority Rights on Reinstatement

An employee who returns to work after the expiration of the birthing parent or parental leave shall retain the seniority the employee had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Joint Occupational Health and Safety Committee

- (a) A joint occupational health and safety committee shall be established and maintained at the worksite.
- (b) Unless otherwise mutually agreed, the Joint Occupational Health and Safety (JOHS) Committee shall be composed of:
 - (1) up to two representatives appointed by the Employer; and
 - (2) up to two representatives or their alternate(s) as appointed by the Union.

The union representatives shall be employees at the worksite. In no case shall the employer representatives outnumber the worker representatives. Worker representative alternates shall be afforded the same rights and responsibilities as regular members of the JOHS Committee.

- (c) A worker co-chair shall be elected by and from the worker representatives of the JOHS Committee, and the employer co-chair shall be appointed by the Employer.

22.2 Committee Responsibilities

- (a) The JOHS Committee shall function in accordance with the provisions of the *Occupational Health and Safety Regulation* made pursuant to the *Workers Compensation Act*.

- (b) The JOHS Committee shall meet at the call of either party, and in any event at least once per month, at a mutually agreed place and time.
- (c) Minutes of all committee meetings shall be kept, and copies of such minutes shall be sent to the Employer and the union designate and shall be posted by the Employer on the OHS bulletin board(s) at each worksite.
- (d) The Employer shall provide an OHS bulletin board in each building at each worksite, the locations of which shall be recommended to the Employer by the JOHS Committee.

22.3 Date of Injury

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift at their regular rate of pay, unless a doctor states that the employee is fit for further work on that shift.

22.4 Transportation

Transportation to the nearest physician or hospital, and home if not cleared to return to work or back to work if so approved, for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

22.5 Right to Refuse Unsafe Work

No employee shall be disciplined for refusal to perform unsafe work as per the *Workers Compensation Act* and regulations.

22.6 Time to Attend to Health and Safety

- (a) Worker representatives shall be released from their regular duties to attend or prepare for a JOHS Committee meeting and perform related duties and functions as set out in this article, the *Workers Compensation Act* or the *Occupational Health and Safety Regulation*. Whenever possible, worker representatives shall perform health and safety duties during their regular working hours.
- (b) Worker representatives on the JOHS Committee shall not suffer any loss of pay for time spent to attend or prepare for a JOHS Committee meeting or perform related duties and functions as set out in this article, the *Workers Compensation Act* or the *Occupational Health and Safety Regulation*. Worker representatives on the JOHS Committee who attend or prepare for a committee meeting or perform related duties and functions as set out in this article, the *Workers Compensation Act* or the *Occupational Health and Safety Regulation* outside normal working hours shall be paid at their regular rate of pay.
- (c) Where a worker representative is entitled to initial or annual training under the *Workers Compensation Act* or *Occupational Health and Safety Regulation*, the Employer shall provide leave with pay for such purposes.

22.7 Investigation of Accidents

- (a) The JOHS Committee shall be notified in a timely manner of each accident and injury involving an employee. Incidents shall be jointly investigated, by one worker representative and one employer representative who shall report to the JOHS Committee, the Union and the Employer on the nature and cause of the accident or injury. Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board.

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

22.8 Aggressive Residents

(a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

(b) When the Employer is aware that a client has a history of aggressive behaviour, the Employer shall make such information available to the employee.

(c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour shall be provided by the Employer. The JOHS Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Policy R4.28-1 under the *Occupational Health and Safety Regulation*, the Employer shall, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present, or that staff are sufficiently protected to ensure their safety in situations where aggressive behaviour by clients can be anticipated to occur.

(d) At the choice of the employee, private and confidential critical stress defusing shall be made available and known to employees who have suffered a serious work related traumatic incident of an unusual nature. The steward shall be immediately notified by the Employer of the traumatic incident.

22.9 Employees Working Alone

(a) Employees who work alone shall be supplied appropriate equipment necessary in order to ensure personal safety. Appropriate equipment and the procedure for check-in outlined in (b) below, may vary dependent on the variety of work alone situations. The JOHS Committee shall take input from employees in working alone situations and WorkSafeBC to determine what equipment is appropriate, and make recommendations to the Employer. Equipment shall be supplied and paid for by the Employer.

(b) The Employer shall set up a check-in procedure for all employees who work alone under conditions which present a risk of disabling injury as outlined in the *Occupational Health and Safety Regulation*, in consultation with employees who work alone and the JOHS Committee. The procedure shall be set up with logbooks indicating who and how each employee was checked for safety with dates and times of every check. The Employer shall pay for any costs associated with the implementation of the procedure.

22.10 Training

The Employer shall arrange for all worker representatives and alternates on the JOHS Committee and stewards to receive training in all JOHS matters. The Employer shall arrange for such training to be delivered during employees' regular working hours whenever possible and employee attendance shall be without loss of pay. Where the training is outside employees' regular working hours, employees shall be paid at their normal rate of pay.

ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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

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

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

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

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

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

ARTICLE 24 - HEALTH AND WELFARE

24.1 Benefit Coverage

- (a) The Employer shall pay 100% of the premium cost for all plans under this article, except for the long-term disability plan for which employees shall pay 100% of the premium cost.
- (b) Detailed information shall be provided in the benefit information brochure upon enrolment of qualifying employees in the plan.
- (c) Participation in the Employer's health and welfare plan is mandatory for eligible employees unless the employee is covered under another health and welfare plan. Proof of coverage shall be required.
- (d) An eligible employee must be under 70 years of age, except in case of the long-term disability plan, where an eligible employee must be under 65 years of age.
- (e) The Employer shall, at a minimum, maintain existing benefit levels for the life of this agreement.

24.2 Commencement of Coverage

- (a) Coverage under the provisions of this article shall apply to regular full-time and regular part-time employees who work 20 hours or more per week and shall commence the first day of the calendar month immediately following the completion of the employee's probationary period.
- (b) Part-time employees not entitled to receive benefit coverage and casual employees who temporarily fill a specific regular full-time or regular part-time position shall be entitled to the health and welfare plans specified under this article provided the specific assignment exceeds six continuous months in duration and the employee works at least 20 hours or more per week.

- (c) If it is known in advance that the assignment will exceed six months benefits shall commence:
- (1) if the employee has passed probation, on the first day of the month following the start of the assignment; or
 - (2) the first day of the month following completion of the employee's probation period.
- (d) If the length of the assignment is unknown, benefits shall commence, on the first day of the month following the completion of six months in the position.
- (e) Benefits shall apply for the duration of the specified temporary assignment only and shall commence the first day of the calendar month immediately following the completion of 488 hours of work at the facility.
- (f) Benefit coverage for eligible employees returning from a medical or other leave of absence for which benefit coverage was not active shall commence on the first day of the calendar month following their return to active duty.

24.3 Extended Health Plan

- (a) Effective the beginning of the calendar month 60 days after ratification, the plan covers paramedical services \$600 per practitioner per calendar year up to a combined maximum of \$1500 per year, optometric eye exams at \$100 per year, prescription eyeglasses/contact lenses at \$250 per 24 months, out of province emergency travel coverage and employee and family assistance program (EFAP).
- (b) *Prescription Drugs*
- (1) The plan shall include a direct pay drug card.
 - (2) The plan follows the BC Provincial Drug Formulary and allows Special Authority Requests for a limited number of prescription drugs that are not covered under the mainstream drug formulary.
 - (3) The employee must register for Fair Pharmacare.
 - (4) Effective the beginning of the calendar month 60 days after ratification, employees shall pay any dispensing fee charge in excess of \$10 per prescription or refill.
 - (5) The deductible for prescription drugs shall be \$50 per year for single and \$100 per year for couple or family coverage.

24.4 Dental Plan

- (a) Effective the beginning of the calendar month 60 days after ratification, the plan covers basic services, comprehensive basic services, and major services. Preventative and comprehensive basic services are covered at 90% and major services are covered at 70% up to a maximum of \$2,000 per covered person per year for all basic and major services combined, including recall exams every six months.
- (b) The dental deductible shall be \$50 per year for single and \$100 per year for couple or family coverage.

24.5 Group Life and Accidental Death and Dismemberment

- (a) Group Life Insurance is a taxable benefit to the employee. The plan provides an insurance benefit for the participant of \$100,000. Dependant life insurance benefit coverage is \$10,000 for spouse and \$5,000 for each child.
- (b) The plan shall include an accidental death and dismemberment benefit. The plan provides an insurance benefit for the participant of \$100,000.

24.6 Long-Term Disability Plan

The amount of the monthly benefit is the lesser of 66.7% of the gross monthly income determined at the beginning of disability (up to a maximum of \$6,000 per month) or 85% of the net monthly income determined at the beginning of disability less all applicable reductions.

24.7 Employer to Arrange for Coverage

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

ARTICLE 25 - WORK CLOTHING, EQUIPMENT AND RELATED SUPPLIES**25.1 Work Clothing**

- (a) The Employer shall supply suitable gloves and aprons and other protective clothing to employees required by the Employer to wear same.
- (b) Regular full-time employees shall receive three new shirts and regular part-time employees shall receive two new shirts. These shirts shall be replaced or repaired as needed. If an employee chooses to have their uniform laundered at the facility, then the uniform shall be part of a communal pool and not assigned to the individual.
- (c) Casual employees shall not receive any uniforms. They shall be required to pick up a uniform upon arriving for a shift and return it prior to leaving the building.
- (d) The style and design of the uniform shall be consistent with the Employer's brand and shall be the same at all the sites that the Employer operates. The exception to this are the Mentorship Sites where the mentor Society may have specific requirements around the style and design of the uniform. The Employer shall provide an opportunity for input at the Joint Labour Management Committee in uniform selection from options that have been deemed appropriate by the Employer.
- (e) Employees are required to return uniforms upon resignation/termination of employment per Clause 28.2 (Employer Property). Failure to return any uniforms shall result in a deduction from the employee's last paycheque of \$25 per uniform which shall be reimbursed upon return of the uniforms to the Employer.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**26.1 Pay Equity**

The parties subscribe to the principles of pay equity, including equal pay for work of equal value.

26.2 Wage Rates

An employee shall be paid the appropriate hourly wage rate specified in Appendix 1 (Wage Schedule).

26.3 Paydays

- (a) Employees shall be paid biweekly by direct deposit.
- (b) The Employer shall provide employees access to view and print their own paystubs.

26.4 Pay on Temporary Assignment

- (a) An employee temporarily assigned by the Employer to a position with a rate of pay lower than their rate of pay shall maintain their regular rate of pay except in the case where the employee has requested additional hours in the lower paid classification in accordance with Article 29 (Casual Employees), or is the successful applicant for a temporary posting in the lower classification.
- (b) An employee temporarily assigned by the Employer to a position with a rate of pay higher than their regular rate of pay shall be paid at the appropriate rate for the position.

26.5 Mileage

An allowance of 55¢ per kilometre shall be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

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

26.6 Orientation Premium

Effective the start of the first pay period 30 days after ratification, an employee assigned by management to orient a new hire within their classification shall be paid \$1.25 per hour for all assigned hours orienting the employee. Management shall specify the duration of the orientation assignment.

26.7 Professional Registration Fees

- (a) *Registered Nurse/Registered Practical Nurse*

The Employer shall reimburse a regular employee in a Program Coordinator (RN/RPN) position \$200 for their annual renewal fees required for active registration in the British Columbia College of Nurses and Midwives (BCCNM).

- (b) *Licensed Practical Nurse*

The Employer shall reimburse a regular employee in a Program Coordinator (LPN) position \$150 for their annual renewal fees required for active registration in the British Columbia College of Nurses and Midwives (BCCNM).

ARTICLE 27 - NOTICE OF NEW AND CHANGED POSITIONS**27.1 Job Descriptions**

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

27.2 New Classifications/Duties

(a) Where the Employer wishes to introduce a new or substantially altered job classification, the Employer shall send the job description and wage rate to the Union before it is introduced. A job description and wage rate sent to the Union shall become the recognized job description and wage rate unless the Union objects in writing within 30 days of receiving them.

(b) The Union shall provide specific details of any written objection(s) which shall be limited to whether:

- (1) the job description accurately describes duties and responsibilities;
- (2) the job is properly paid in relation to the existing wage grid and per pay equity; and
- (3) any qualifications established for the job are relevant and reasonable.

(c) The Union may then refer the matter within 30 days to an arbitrator agreed to by the parties who shall determine the resolution of the disputed matter(s).

(d) If the wage rate proposed by the Employer for the new or changed position is revised because of negotiation or arbitration, then the revised wage rate shall be effective from the date the position was introduced or changed.

ARTICLE 28 - GENERAL CONDITIONS**28.1 Indemnity**

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

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

28.2 Employer Property

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

28.3 Copies of Agreement

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

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

28.4 Volunteers and Bargaining Unit Work

It is agreed that volunteers have a role to fill in the operation of a seniors' facility and are an important link to the community being served. The use of volunteers shall not result in the layoff of bargaining unit employees, nor shall volunteers be used to fill established positions within the bargaining unit.

28.5 Personal Property Damage

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

28.6 Employee Access to Leave Records

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

28.7 In-Service Education and Staff Meetings

The parties recognize the value of in-service training both to the employee and the Employer. The Employer shall make every reasonable effort to schedule in-service education and staff meetings during employees' regular working hours. Employees who are required to attend training seminars or staff meetings shall be paid a minimum of two hours at their regular rate of pay or for the duration of the meeting at their regular rate of pay, whichever is greater. If an employee is unable to attend required training or a required staff meeting, the employee may be asked to provide a written explanation for the inability to attend. When the Employer requests an employee to attend a voluntary meeting, the employee has no obligation to attend. If the employee does attend such a voluntary meeting, it shall be without pay.

28.8 Criminal Record Check

The Employer shall require an employee who works with vulnerable adults to complete criminal record checks through the Criminal Records Review Program in accordance with the *Criminal Records Review Act*. The cost of having the criminal record check shall be borne by the employee for the purpose of commencing employment and shall be borne by the Employer for any subsequent criminal record checks.

ARTICLE 29 - CASUAL EMPLOYEES

29.1 Application of Agreement

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

- (a) Article 11 (Seniority), except as it relates to casual employee lists;
- (b) Article 13 (Layoff and Recall);
- (c) Clauses 14.3 (Scheduling) and 14.8 (Significant Schedule Change);
- (d) Article 20 (Special and Other Leave);
- (e) Article 21 (Birthing Parent and Parental Leave);
- (f) Article 24 (Health and Welfare), except as per Clause 24.2(b);
- (g) Clause 26.7 (Professional Registration Fees); and
- (h) Article 32 (Registered Retirement Savings Plan).

29.2 Rates of Pay for Casual Employees

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

29.3 Regular Status

- (a) 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.
- (b) A casual employee who has not completed probation and who successfully bids into another regular position shall continue to serve the probationary period in accordance with the collective agreement. However, their probationary time as a regular employee shall be shortened by the time they spent on probation as a casual employee.
- (c) A casual employee who has completed probation and who successfully bids into another regular position shall not be required to serve another probationary period but shall complete a trial period in accordance with Clause 12.4 (Trial Period).

29.4 Casual Employee Call-In

- (a) All casual employees shall receive a letter of confirmation.
- (b) The letter shall specify that in order for the casual employee to maintain employment, the employee must work a minimum of 360 hours over a fixed 12-month period, or other number of hours agreed to between the Employer and employee, provided the agreed number hours have been offered to the employee.
- (c) Midway through the 12-month period, a casual employee who has worked fewer than the minimum agreed hours shall be notified of the number of casual hours worked.

29.5 Casual Register

The casual register shall include all casual and part-time regular employees who have registered for additional hours.

29.6 Availability

- (a) Casual employees must be available for a minimum of four shifts per month, and must work at least four shifts per month, provided four shifts are offered to them, unless otherwise agreed between the Employer and employee.
- (b) Casuals must make themselves available for either Christmas Day or New Year's Day.
- (c) Availability sheets are due by the first of the month for the following month, e.g., January 1st for February.
- (d) Employees who do not submit their availability form by the deadline shall not be called.
- (e) Casual employees who fail to submit availability for three consecutive months shall be considered to have resigned their employment.
- (f) The Employer shall not be required to call a part-time regular employee if it would put them into an overtime situation.

(g) If an employee's availability changes after being submitted they must provide an updated availability sheet to the Employer as soon as possible.

29.7 Refusals

(a) Not returning a voicemail left by the scheduler shall be considered a refusal.

(b) Casual employees who accept a shift have the same obligation to work the shift as regular employees do.

(c) Casual work that has been offered and accepted may not be cancelled by either the employee or the Employer, except:

(1) in the case of the incumbent giving notice to return to work, the Employer may cancel shifts already assigned as casual hours with two weeks' notice; or

(2) in the case of illness including the illness of an immediate family member where the employee must provide care for the family member, emergency or exceptional circumstances.

Cancellation of an accepted shift by an employee, for any other reason, shall be considered a refusal. The Employer may require proof of illness.

(d) An employee who refuses five shifts for which they have indicated availability, in any three-month period may be terminated. A part-time regular employee shall be considered to have withdrawn their registration to work additional non-scheduled hours and may be refused reregistration for up to six months.

29.8 Calling Employees for Casual Work

(a) Employees wishing to be offered casual hours must provide the Employer with one telephone number at which to be reached for offering shifts. The number must be included on the employee's availability form each month. Where the Employer intends to use the alternative callout method in Clause 29.9(d), it shall request the employee's mobile phone number and email address. It is the employee's responsibility to ensure that their contact information is current.

(b) Block shifts shall be offered on a full block basis. A block of shifts is defined as at least four shifts and up to six weeks of consecutive shifts that are available due to a single regular employee's absence. If a block is not filled the shifts shall be offered in order of seniority until all are filled.

(c) During a casual employee's first two weeks of employment they may be offered unassigned short notice shift coverage outside of seniority order to ensure that the employee becomes familiar with all areas of the worksite, to promote safety and to enhance the new employee's potential for success. A short notice shift is a single shift where the Employer receives less than 12 hours' notice before the start of the shift to be filled.

29.9 Procedure for Callouts

- (a) A log shall be kept of all calls made for casual call-in. The log shall show:
- (1) the date
 - (2) the employee called
 - (3) the time of the call
 - (4) the position and shift to be filled
 - (5) the outcome of the call (i.e., accept, refused, no answer, voicemail, message left)
 - (6) the initials of the caller
- (b) One phone call to the employee shall ring eight rings' duration.
- (c) If the employee has voicemail, the scheduler shall leave a message for the employee to return. The scheduler may proceed to the next employee. If an employee returns a call and the shift remains unfilled, they shall be offered the shift. If the shift has been filled the employee will be advised that the shift is no longer available.
- (d) As an alternative to (b) and (c) above, the Employer may broadcast notice of available shifts to eligible employees by email and text message, provide a response deadline at least one hour after the broadcast is sent, and offer the available shifts to employees who responded in time in accordance with Clause 29.8(b). A log of the broadcast shall be kept that and shall show the information specified in (a) above to the extent applicable and possible.

ARTICLE 30 - CONTRACTING OUT

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

ARTICLE 31 - HARASSMENT AND BULLYING**31.1 Harassment and Bullying**

Every employee has the right to work in an environment free from harassment and bullying. The Employer shall take such actions as are necessary to protect employees from harassment and bullying in the workplace. Substantiated cases of harassment or bullying may be cause for discipline, up to and including dismissal.

31.2 Sexual Harassment Definition

- (a) Sexual harassment in the workplace may be broadly defined as unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences. This includes, but is not limited to, verbal abuse, or threats, derogatory statements or degrading remarks, jokes or innuendos, displaying pornographic or other offensive materials, practical jokes that cause awkwardness or embarrassment or leering, suggestive staring or other gestures.

31.3 Personal Harassment Definition

- (a) "*Personal harassment*" means objectionable conduct - either repeated or persistent, or a single serious incident - that a reasonable person would conclude:
- (1) creates a risk to a worker's psychological or physical well-being, causes a worker substantial distress, or results in an employee's humiliation or intimidation; or
 - (2) is discriminatory behaviour that causes substantial distress, and is based on a person's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression or age, or a criminal conviction or summary conviction offence unrelated to the person's employment; or
 - (3) is seriously inappropriate and serves no legitimate work-related purpose.
- (b) Such behaviour could include, but is not limited to:
- (1) Physical threats or intimidation;
 - (2) Words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - (3) Distribution or display of offensive pictures or materials.

31.4 Bullying Definition

- (a) "*Bullying*" means any repeated or continual inappropriate behaviour that a reasonable person would conclude causes a worker to be humiliated, intimidated, threatened, or otherwise harmed.
- (b) Such behaviour could include but is not limited to:
- (1) verbal aggression or yelling;
 - (2) humiliation, insults or hazing;
 - (3) intentional isolation or spreading malicious rumors; or
 - (4) withholding necessary information for a worker to carry out their job.

31.5 Management Rights

Personal harassment and bullying do not include reasonable actions occasioned through exercising, in good faith, the Employer's managerial/supervisory rights and responsibilities including giving direction, instruction and training.

31.6 Procedure for Filing and Resolving Complaints

- (a) An employee allegedly being harassed or bullied shall register the complaint in writing to the Site Leader or designate either directly or through the Union. The party receiving the complaint shall advise the other party of the complaint immediately.
- (b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however it is recognized that various representatives of the Employer and the Union shall be made aware of all or part of the proceedings on a need to know basis. Except as required by the collective agreement or law, the parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.

- (c) The Site Leader or designate shall investigate the allegation and, if substantiated, take action appropriate to the offence.
- (d) If the complaint involves the Site Leader or designate the employee shall register the complaint, in writing, to the Director of Human Resources and/or the Union. The Director of Human Resources shall investigate the complaint and issue a decision.
- (e) The Employer shall notify the Union within 14 days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any was taken.
- (f) Where a complainant or a respondent who is an employee, in conjunction with the Union, is not satisfied with the decision of the Employer, the Union may refer the complaint to an independent investigator. The independent investigator shall be agreed to by the parties. Cost of the independent investigator shall be cost shared by the parties on a 50/50 basis.
- (g) If the Employer fails to act upon the recommendations of the investigator, or if the action taken by the Employer is not consistent with the recommendations, the Employer's decision may be considered as not having been determinative of the complaint.
- (h) The parties agree that substantiated cases of harassment or bullying shall be cause for discipline, up to and including dismissal.
- (i) Allegations of harassment or bullying which are found to be in bad faith shall be cause for discipline, up to and including dismissal.
- (j) A complainant or respondent who is a bargaining unit employee shall be entitled to union representation throughout the complaint process.

ARTICLE 32 - REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

32.1 Eligibility

- (a) Effective the beginning of the calendar month 60 days after ratification, the Employer shall maintain a registered retirement savings plan (RRSP) in which there shall be voluntary participation by regular employees.
- (b) Regular employees who work an average of more than 20 hours per week in a cycle of the shift schedule are eligible to participate in the RRSP. New regular full-time employees must complete six months of employment before participating in the RRSP. New regular part-time employees must complete 1007.5 hours of work before participating in the RRSP. Once an Employee has completed the necessary hours for participation in the RRSP, they may enroll in the plan by providing written notice of their intent to participate.

32.2 Contributions

- (a) Employees may contribute an unlimited amount of their earnings to the RRSP.
- (b) The Employer shall match employee contributions to the RRSP to a maximum of:
 - (1) 2% for employees under five years of service;
 - (2) 2.5% for employees with five to 10 years of service;
 - (3) 3% for employees with 10 or more years of service.

(c) When an employee who is participating in the RRSP leaves their employment with the Employer, they shall be entitled to the year-to-date Employer matched contributions.

ARTICLE 33 - TERM OF AGREEMENT

33.1 Duration

This agreement shall be for a term of January 1, 2021, until midnight December 31, 2023, unless the term is modified by Letter of Understanding 4 (Wage Rate Levelling).

33.2 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 September 30, 2023, but in any event, no later than midnight on October 31, 2023.

(b) Where no notice is given by either party prior to October 31, 2023, both parties shall be deemed to have given notice under this clause on October 31, 2023.

(c) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Vice President, Human Resources.

33.3 Change in Agreement

Any change deemed necessary in this agreement, including any unique issues at an individual worksite, may be made by mutual agreement at any time during the life of this agreement.

33.4 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement until such time as either party commences a legal strike or lockout.

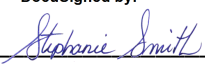
During the term of this collective agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.

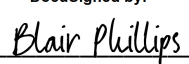
33.5 Effective Date of Agreement

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

**SIGNED ON BEHALF OF
THE UNION:**

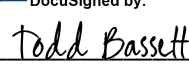
**SIGNED ON BEHALF OF
THE EMPLOYER:**

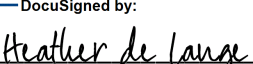
DocuSigned by:

Stephanie Smith
President


DocuSigned by:

Blair Phillips
Senior Vice President, Human Resources


DocuSigned by:

Tina Campbell
Bargaining Committee Chairperson

DocuSigned by:

Todd Bassett
Vice President, Human Resources

DocuSigned by:

Heather de Lange
Bargaining Committee

DocuSigned by:

Colleen Sarrazin
Bargaining Committee

DocuSigned by:

Ryan Stewart
Staff Representative

Date: October 13, 2022

**APPENDIX 1
Wage Schedule**

Classifications and Hourly Rates

Position	Current
Program Coordinator (RN/RPN) – Probationary	\$33.56
Program Coordinator (RN/RPN)	\$36.36
Program Coordinator (LPN) - Probationary*	\$23.42
Program Coordinator (LPN) (current rates were effective June 1, 2019)*	
<i>0 - 1910 hours</i>	\$26.50
<i>After 1910 hours</i>	\$27.50
<i>After 3820 hours</i>	\$28.50
Cook II - Probationary	\$18.79
Cook II	\$20.36
Cook II - hired prior to February 16, 2012	\$20.36
Resident Care Attendant - Probationary	\$18.27
Resident Care Attendant	\$19.80
Resident Care Attendant - hired prior to February 16, 2012	\$20.85
Music Coordinator - Probationary	\$18.27
Music Coordinator	\$19.80
Music Coordinator - hired prior to February 16, 2012	\$20.85
Rehab Worker - Probationary	\$19.56
Rehab Worker	\$21.19
Rehab Worker - hired prior to February 16, 2012	\$21.19
Recreation Coordinator - Probationary	\$19.28
Recreation Coordinator	\$20.89
Recreation Worker - Probationary	\$18.27
Recreation Worker	\$19.80
Cook's Helper - Probationary	\$15.50
Cook's Helper	\$15.95
Hospitality Worker - Probationary	\$15.50
Hospitality Worker	\$15.95

*An employee in the position of Program Coordinator (LPN) shall receive one step for every year of relevant nursing experience with other employers within the last five years. Relevant nursing experience shall be determined by the Employer. If more than five years have lapsed, there shall be no credit for previous experience. Any time spent in an education program mutually acceptable to the Employer and the Union shall not be counted as experience but shall not constitute a break in service.

Minimum Rate:

If any wage rate specified in the wage schedule is less than the minimum hourly wage specified in the *Employment Standards Regulation* plus 2%, then the wage rate shall be increased to match the minimum hourly wage plus 2%.

APPENDIX 2
List of Arbitrators/Investigators

Irene Holden
Marguerite Jackson
Chris Sullivan
David McPhillips
Koml Kandola

APPENDIX 3
List of Exclusions

Community Administrator/Assistant Community Administrator
Community Manager/General Manager
Executive Chef
Program Manager/(any site Department Manager, i.e. Food Svc Manager, Lifestyle Manager)
Building Services Manager (Coordinator)
Sales and Marketing Positions (i.e. Community Relations Manager)
Office and Clerical Personnel (Admin Asst/Reception/Scheduler/Concierge) [the exclusion of office and clerical personnel (Admin Asst/Reception/Scheduler/Concierge) shall not apply to Cariboo Place]
Head Office Positions (Corporate)

LETTER OF INTENT 1
Union Dues and Employee Information

The Employer shall remit union dues by electronic funds transfer (EFT), together with an email to direct.deposit@bcgeu.ca including the:

- (1) EFT date and dollar amount;
- (2) Employer name;
- (3) Pay period type (e.g., monthly, semi-monthly, biweekly, etc.);
- (4) Pay period number;
- (5) Pay period end date; and
- (6) Pay period pay date.

The Employer shall provide to the Union with every regular dues remittance the information as specified in the table below. The Employer shall provide the information electronically in one of the following file formats: comma-separated values (".csv"), Microsoft Excel legacy worksheet (".xls"), Microsoft Excel workbook (".xlsx"), or a mutually agreed alternative.

Column	Name	Format	Format Description
1	Employee Number		
2	Employee Last Name		
3	Employee First Name		
4	Dues for Period	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/Position Title		

Column	Name	Format	Format Description
7	Service Start Date	yyyyMMdd	Or any standard Microsoft Excel complete date format
8	Appointment Code		Regular, Casual, etc.
9	Work Location Name		
10	Work Location Address		
11	Employee Home Address		
12	Employee Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Employee Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Employee Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Employee Home Email		

The Employer shall provide the information via secure, common electronic means as specified by the Union.

LETTER OF INTENT 2
List of Exclusions

The parties agree to review the exclusion test on the following positions listed in Appendix 3 (List of Exclusions) within six months following ratification:

Building Services Manager (Coordinator)
Sales and Marketing Positions (i.e. Community Relations Manager)
Office and Clerical Personnel (Admin Asst/Reception/Scheduler/Concierge)
Head Office Positions (Corporate)

MEMORANDUM OF AGREEMENT 1
Staff Meals

The parties agree that the following shall govern the price charged to employees for staff meals at the facility:

- (1) All employees shall pay the following for meals until the end of this agreement:

Lunch\$3.50
Dinner\$3.50

MEMORANDUM OF AGREEMENT 2
Job Sharing

The Employer recognizes the value of successful job share arrangements and will consider additional job share arrangements during the life of the collective agreement.

LETTER OF UNDERSTANDING 1
Benefit Review

AgeCare commits to a complete review of the benefits provided under Article 24 (Health and Welfare). The benefit review shall include, but not be limited to, a review of employee and family assistance program and the paramedical services provided under the extended health plan. Specific paramedical practitioner categories for review include registered clinical counsellors, social workers, psychoanalysts, and registered marriage and family therapists.

AgeCare commits to gathering feedback from employees regarding the benefits provided under Article 24 (Health and Welfare) as part of the benefit review. This feedback shall be shared with the Union prior to the next round of bargaining.

LETTER OF UNDERSTANDING 2
PTO Transition

The collective agreement that expired December 31, 2020, provided regular employees with paid time off (PTO). PTO was a bank of hours that employees accessed for various paid leaves including sick days, vacation, and paid holidays. Regular employees were credited with 233 hours of PTO per calendar year, pro-rated based on full-time equivalency.

Effective January 1, 2022, the previous PTO bank is replaced with a new system for administering paid holidays, annual vacation, and sick leave as outlined in the current collective agreement in Articles 16 (Paid Holidays), Article 17 (Annual Vacation), and Article 18 (Sick Leave). This letter outlines the process of converting the previous PTO balances effective January 1, 2022.

1. *Positive PTO Balance*

An employee with a PTO balance greater than zero as of December 31, 2021, shall have up to 75 hours transferred to the employee's 2022 vacation bank. All PTO hours in excess of 75 shall be paid out to the employee at the employee's basic rate of pay.

2. *Negative PTO Balance Reset*

An employee with a PTO balance of between zero and negative 37.5 hours as of December 31, 2021, shall not be required to reimburse the Employer for PTO taken but not earned. This employee shall commence the new vacation system with a zero vacation balance effective January 1, 2022.

3. *Negative PTO Balance Repayment*

An employee with a negative PTO balance in excess of negative 37.5 hours as of December 31, 2021, shall be required to reimburse the Employer for PTO taken but not earned in excess of 37.5 hours. This employee shall commence the new vacation system with a negative vacation balance effective January 1, 2022, equal to the negative PTO balance at December 31, 2022, plus a credit of 37.5 hours.

The following example is provided for illustration purposes, with (a) + (b) = (c):

(a)	Negative PTO balance at December 31, 2021	-60.0 hours
(b)	Credit of 37.5 hours	+37.5 hours
(c)	Vacation balance at January 1, 2022	-22.5 hours

A negative vacation balance reflects an employee has taken more vacation than they have earned. An employee with a negative vacation balance who resigns or is terminated will have the unearned vacation shall be deducted from the employee's final paycheque in accordance with Clause 17.1 (a).

4. *Post January 1, 2022 Administration*

All time originally taken as PTO between January 1, 2022, and the date of ratification, shall be considered time taken under the paid holiday, annual vacation, and sick leave provisions in effect retroactive to January 1, 2022.

The following example is provided for illustration purposes, based on an employee with three weeks of annual vacation who works 7.5 hours per day:

Date	Activity	PTO Balance	PTO Payout	Vacation Balance	Holidays	Sick Leave Balance
Dec 31, 2021		105 hours				
Jan 1, 2022	transition	0 hours	30 hours	75 hours	N/A	0 days
Jan 1, 2022	New Year's				7.5 hours paid	
Jan 15, 2022	Vacation accrual			79.327 hours		
Jan 16, 2022	Sick day taken					- 1 day
Jan 29, 2022	Vacation/sick accrual			83.654 hours		0 days
Feb 7, 2022	Vacation day			76.154 hours		
Feb 8, 2022	Vacation day			68.654 hours		
Feb 9, 2022	Vacation day			61.154 hours		
Feb 10, 2022	Vacation day			53.654 hours		
Feb 11, 2022	Vacation day			46.154 hours		

For the purpose of sick leave transition, employees may maintain a negative balance of sick leave days where the number of sick leave days taken prior to transition exceeds the employee's year to date accrual. An employee with a negative sick leave balance shall not receive paid sick leave, except as required to ensure compliance with the requirements of the *Employment Standards Act*.

LETTER OF UNDERSTANDING 3

Signing Bonus

Upon ratification, the parties agree that the Employer shall provide a signing bonus to all active employees as of the date of ratification. The signing bonus shall be 3.4% of regular earnings from August 1, 2021, to June 4, 2022. For the purpose of this letter of understanding, "*regular earnings*" is defined as earnings for regular hours worked, vacation, sick leave, and paid holidays.

LETTER OF UNDERSTANDING 4

Wage Rate Levelling

The government of BC directed employers to provide employees with hourly wages equivalent to the applicable HEABC collective agreement as part of the government's response to the COVID-19 pandemic. As a result of the government's directive, employees are paid at rates greater than the hourly rates specified in Appendix 1 (Wage Schedule) of the collective agreement between the Employer and the

Union (“*the parties*”). The parties refer to the payment of hourly rates of pay above the collective agreement rates as “*wage levelling*”.

In the event that the government of BC terminates the wage leveling described above, the parties agree to the following:

- (1) The Employer may at its sole discretion, at any time after the termination of wage levelling, decide to revert to the rates in Appendix 1 (Wage Schedule) of the collective agreement between the parties.
- (2) The Union acknowledges that a decision by the Employer to revert to the rates in Appendix 1 (Wage Schedule) following the termination of wage levelling is not a violation of the collective agreement or the *Labour Relations Code*, including but not limited to Section 45 of the *Code*.
- (3) The parties agree that if wage levelling is terminated prior to September 30, 2023, the expiry date of the collective agreement shall be revised to the first calendar day after the date the government terminates the wage levelling. As a result of this revised expiry date, notice to bargain shall be deemed to have been given by both parties and the parties shall commence collective bargaining in accordance with Section 47 of the *Labour Relations Code*.
- (4) The parties agree that if the revised expiry date of the collective agreement results in an agreement for less than one year, the parties shall jointly seek on an expedited basis the minister’s consent pursuant to Section 50(1) of the *Labour Relations Code* to terminate the collective agreement as of the revised expiry date.
- (5) The parties agree that if wage levelling it terminated on or after September 30, 2023, either party may serve notice to bargain or notice shall be deemed to have been given pursuant to Clause 33.2 (Notice to Bargain) of the collective agreement that expires December 31, 2023.

LETTER OF UNDERSTANDING 5 **Service Aide**

The parties agree to a new classification of Service Aide in response to low staffing levels at specific sites. The wage rate for this classification is \$20 per hour. The classification shall be staffed only with casual employees given the temporary nature of the position and the purpose for the role.

The parties agree to review the ongoing need for the Service Aide classification in September 2022.

In the event that the government of BC ends the current wage rate levelling and AgeCare decides to revert to the rates in Appendix 1 (Wage Schedule), the Service Aide classification shall end effective the date the wage rates revert.

The parties agree that the Service Aide classification shall not appear in Appendix 1 (Wage Schedule), given the temporary nature of the classification.