

**COLLECTIVE AGREEMENT**

**between**

**SHERWOOD HOUSE IN DUNCAN**

**and the**

**B.C. GENERAL  
EMPLOYEES' UNION (BCGEU)**

**Effective from April 1, 2022 to March 30, 2024**

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## DEFINITIONS

For the purpose of this agreement:

- (a) "*Basic pay*" - means the rate of pay in each wage schedule.
- (b) "*Common-law spouse*" - individuals where the employee has been living in a common-law relationship for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (c) "*Continuous service*" - means uninterrupted regular full-time or regular part-time employment with the Employer.
- (d) "*Day*", "*Week*", "*Month*", "*Year*" - means a calendar day, week, month, year unless otherwise specified in this agreement.
- (e) "*Day of rest*" - means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include the days the employee is on leave of absence.
- (f) "*Dependant*" - an employee's spouse, legal or common-law; an unmarried person who is your natural child; or an adopted child, stepchild, foster child, or a child of a common-law spouse, who resides with you and is dependent on you for support and who is younger than 21 years of age; or 21 years but younger than 25 years of age, and in full-time attendance at an accredited institute of learning, and dependent on you for support; or 21 years or older and incapable of self-sustaining employment due to a mental or physical handicap. Such child's coverage will be continued under the contract, provided the child was covered under the contract as a dependant on the day prior to their 21<sup>st</sup> birthday and remains dependent on you for support.
- (g) "*Employee*" - means a member of the bargaining unit who is:
  - (1) "*probationary employee*" - means an employee who is hired into a probationary status and who has not yet successfully completed 90 days or 380 hours, but not to exceed five months.
  - (2) "*regular employee*" - means an employee who is regularly scheduled to work and includes both full-time and part-time employees.
  - (3) "*casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
    - (i) paid leave relief
    - (ii) unpaid leave relief
    - (iii) temporary increase of workload
  - (4) "*full-time regular employees*" - full-time regular employees are regularly scheduled employees who work 64 to 80 hours biweekly on a continuing basis.
  - (5) "*part-time regular employees*" - part-time regular employees are regularly scheduled employees who work less than 64 hours biweekly on a continuing basis.
- (h) "*Employer*" - means 0693523bc Ltd. doing business as Sherwood House at 280 Government Street, Duncan BC V9L 0B5.
- (i) "*Holiday*" - means the 24-hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement.

- (j) "*Layoff*" - means a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer.
- (k) "*Leave of absence with pay*" - means to be absent from duty with permission and with pay.
- (l) "*Leave of absence without pay*" - means to be absent from duty with permission but without pay.
- (m) "*Resignation*" - means a voluntary notice by the employee that they are terminating their service on the date specified.
- (n) "*Rest period*" - means a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments and a rest.
- (o) "*Spouse*" - means a person to whom the employee is legally married or common-law and shall be deemed to be a person who resides with the employee.
- (p) "*Union*" - means the B.C. General Employees' Union.

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

## **ARTICLE 1 - PREAMBLE**

### **1.1 Purpose of Agreement**

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties of this agreement will establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

### **1.2 Future Legislation**

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

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

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia. In accordance with Clause 7.5, the parties will continue to review methods of extending knowledge of the *Human Rights Code* and for extending knowledge relating to the *Human Rights Code* to all employees.

The Employer in cooperation with the Union, will promote a work environment that is free from discrimination where all employees are treated with respect and dignity.

Discrimination relates to any of the prohibited grounds contained in the BC *Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited and unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs and criminal or summary offence unrelated to their employment.

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

Protection against discrimination extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Human Rights Tribunal or to the process specified in Clause 1.9. In either event a complaint of discrimination, if included as an element of grievance, shall not be pursued through the process identified in Clause 1.8.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 - Grievances.

#### **1.5 Gender Neutral Terms**

The parties agree that language contained within this collective agreement will be at all times gender neutral.

#### **1.6 Harassment in the Workplace**

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment ("*Harassment*") and the Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.

#### **1.7 Personal and Psychological Harassment Definition**

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

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

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

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

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

### **1.8 Sexual Harassment Definition**

(a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering, staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

(c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(d) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

### **1.9 Harassment Complaints**

(a) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.

(b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.

(c) The complainant and the respondent (if they are a member of the Union) have the right to union representation.

(d) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.

(e) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.

(f) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

### **1.10 Harassment Complaints Procedure**

(a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.

- (b) A complaint must be submitted through the Union and/or directly to the Manager. When the Manager has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.
- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 29 (Harassment), and the remedy sought.
- (d) The employer designate will investigate the complaint and will complete their report in writing within 30 days.
- (e) The Employer will take action to resolve the complaint within 10 days of receiving the investigator's report.
- (f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.
- (i) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

#### **1.11 Arbitrator**

- (a) Where either party to the proceeding is not satisfied with the employer designates response under 1.7(d) above, the complaint will, within 30 days of that response, be put before an arbitrator.

Where no response under 1.7(d) above is provided within 60 days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

- (1) dismiss the complaint,
  - (2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit, and
  - (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (b) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of Manager or the Arbitrator.
  - (c) The Arbitrator chosen will be the Arbitrator that has the earliest available date that is at least 14 days after the date of referral.

#### **1.12 Anti-Bullying**

- (a) The Employer and Union supports the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.
- (b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:

- (1) Intimidates, shows hostility, threatens and offends others;
- (2) Interferes with a worker's performance;
- (3) Otherwise adversely affects others.

(c) An employee who wishes to pursue a concern arising from alleged bullying may submit a complaint in writing, within 15 days of the latest alleged occurrence, through the Union or directly to the Manager or their designate (the "*Manager*"). Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.

(d) Immediate defusing, debriefing where deemed appropriate will be made available to employees, by qualified practitioners, at no cost to the affected employee.

(e) The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within 15 days.

(f) An employee in need of assistance may call WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information in the workplace.

## **ARTICLE 2 - RECOGNITION OF THE UNION**

### **2.1 Bargaining Agent Recognition**

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

(b) The bargaining unit shall be comprised of all employees at and from 280 Government Street, Duncan, BC, except the Manager of Sherwood House and chef.

### **2.2 Correspondence**

(a) Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the 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 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 may 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.

### **2.5 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select their stewards to represent employees who ideally will be representative of the front desk, housekeeping component and dietary component of the staff. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or their alternate shall obtain the permission of their department head and in their absence the person in charge before leaving their work to perform the duties of a steward. Leave for this

purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their department head or in their absence the person in charge.

Duties of the steward are:

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

## **2.6 Bulletin Board**

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

## **2.7 Badges, Insignia and Union Shop Cards**

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

## **2.8 Right to Refuse 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.

## **2.9 Unpaid Leave - Union Business**

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

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

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

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

(c) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact union business for specific periods. Such requests shall be made in writing sufficiently in advance to minimize disruption. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Long-term leave of absence without pay and without loss of seniority will be granted:

- (1) for employees elected 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 B.C. General Employees' Union for a period of three years;
- (3) for an employee elected to anybody to which the Union is affiliated for a period of one year and this leave shall be renewed upon request.

Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

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

## **2.10 Membership Information**

The Employer agrees to provide to the Union, on a quarterly basis, a list of all union members, their current job categories and employee status known to the Employer.

## **2.11 Technical Information**

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

## **ARTICLE 3 - UNION SECURITY**

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

**ARTICLE 4 - CHECK-OFF OF UNION DUES**

(a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose.

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

(b) The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

(c) All deductions shall be for each biweekly payroll period and remitted to the President of the Union not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide a list of names to the Union of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

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

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

(e) 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.

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

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

**ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check-off. A new employee shall be advised of the name and location of their steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to the steward, who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee

within regular working hours, without loss of pay, for up to 30 minutes some time during the first 30 days of employment.

#### **ARTICLE 6 - EMPLOYER RIGHTS**

The Union acknowledges that the Employer has and retains the exclusive right and responsibility to manage its facilities as it sees fit, including but not limited to the following:

- (a) To hire employees and to direct the working forces, including the right to decide the number of employees needed by the Employer or required for any task, to organize and assign the work, to schedule shifts, to maintain order, discipline and efficiency of all operations.
- (b) To make and to alter from time-to-time rules and regulations to be observed by all employees. Such rules and regulations will be provided to the Union and will not amend or breach the specific terms of the collective agreement.
- (c) To discipline or discharge employees for proper cause.

#### **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

##### **7.1 Representation**

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

##### **7.2 Union Bargaining Committee**

A union bargaining committee shall be elected and consist of a maximum of three representatives of the bargaining unit.

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

##### **7.3 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to a BCGEU staff representative, or authorized alternate, when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The union representative shall consult with the Manager 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.

#### **ARTICLE 8 - GRIEVANCES**

##### **8.1 Grievance Procedure**

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

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or



- (b) the dismissal, discipline or suspension of an employee bound by this agreement.

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

## **8.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated department head or manager. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure.

## **8.3 Time Limits to Present Initial Grievance**

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

- (a) 21 calendar 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 calendar 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, 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 Manager or their designate shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

## **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 calendar days of receiving the grievance at Step 2.

## **8.6 Time Limit to Submit to Arbitration**

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

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

## **8.7 Administrative Provisions**

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

### **8.8 Management Grievance**

The Employer may initiate a grievance at Step 2 of the grievance procedure by the Manager or their designate presenting the grievance to the President of the Union or the union area staff representative.

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

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

### **8.9 Deviation from Grievance Procedure**

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

### **8.10 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 Manager, their designate or the Union within 30 calendar days of the occurrence. Where no satisfactory agreement is reached, either party, within a further 14 calendar days, may submit the dispute to arbitration, as set out in Article 9 of this agreement.

### **8.11 Dismissal or Suspension**

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance to the Administrator commencing at Step 2 within 14 days of the employee receiving notice of dismissal or suspension.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

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

### **9.2 Arbitrator**

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

### **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 location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose;
- (c) the Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. Only a brief summary of the parties' respective positions and the Arbitrator's decision shall be provided;
- (d) all decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- (e) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (f) the parties shall equally share the costs of the fees and expenses of the Arbitrator;
- (g) the expedited Arbitrator, who shall act as a sole arbitrator, shall be mutually agreed to by the parties.

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

Either party may opt to use Section 104 - Expedited Arbitration of the *Labour Relations Code* for the purposes of Article 9.7.

### **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

#### **10.1 Burden of Proof**

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

**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 within three calendar days.

**10.3 Right to Grieve Discipline**

(a) Employees have the right to grieve disciplinary action that includes: written censures, letters of reprimand, suspension and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(b) Upon the employee's written request, any such document, other than formal employee 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.

**10.4 Performance Appraisals**

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 performance appraisal 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 calendar 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.

(c) At the request of the employee or their representative, copies of any or all documents on the employee's file will be provided by the Employer.

**10.6 Right to Have Steward Present**

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

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

during any disciplinary discussions or where the Employer raises issues of below standard work performance. If however during the course of a discussion between the Employer and employee, an employee requests the representation of a shop steward, such discussion would cease and only resume with a shop steward present. This does not include Employer discussions with employees which are operational or directive in nature.

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

### **10.7 Employment Abandoned**

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

### **10.8 Confidentiality**

Discussions and interviews between the Employer and an employee or steward regarding discipline shall be carried out in a confidential manner.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

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

- (a) Straight-time paid hours shall include time spent on:
- (1) paid holidays;
  - (2) paid vacation;
  - (3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 29 or 30 of the *Workers Compensation Act* in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB 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;
  - (4) sick leave;
  - (5) union leave;
  - (6) pregnancy, parental and adoption leave;
  - (7) other approved paid leaves of absence.
- (b) For the purpose of part six above, straight-time paid hours shall be estimated based on the average weekly straight-time paid hours in the one-half payroll year preceding the leave. Where the employee has been employed for less than one-half payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

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

### **11.2 Seniority Lists**

Seniority lists for regular and casual employees shall be posted the first week of every month. The seniority lists shall include the name, department, and straight-time hours paid up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the President of the Union or their designate.

### **11.3 Loss of Seniority**

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

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

### **11.4 Re-Employment**

(a) A regular employee who voluntarily resigns their employment and within 90 days is re-hired as a regular employee by the same employer shall retain, effective the date of re-employment, their former seniority, accumulated sick leave and years of service for vacation purposes.

(b) A regular employee who voluntarily resigns their employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-hired by the same employer, upon application shall be credited with their former seniority and their years of service for vacation purposes. The following conditions shall apply:

- (1) the employee must have been a regular employee with at least three years of service with the Employer at time of termination;
- (2) the resignation must indicate the reason for termination is to care for the employee's parent, spouse, or child residing with the employee;
- (3) the break in service shall be for no longer than three years and during that time the employee must not have been engaged in remunerative employment for more than six months cumulative;
- (4) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

### **11.5 Same Service Seniority Date**

Where seniority rights are in dispute, and two or more employees have the same amount of seniority, the matter will be determined through a method which is mutually agreeable to the parties.

## ARTICLE 12 - VACANCY POSTING

### 12.1 Postings

- (a) A posting shall be required for vacancies or new positions which are in excess of two calendar months.
- (b) A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.
- (c) The Employer agrees to post such vacancy or new job for a period of at least seven calendar days in advance of the selection. Applications must be received during the seven day period in order to be considered by the Employer.
- (d) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work and wage rate.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Until the vacancy is filled as per 12.1(a), the Employer shall make temporary appointments based on employees who possess threshold qualifications from within the bargaining unit based on seniority.
- (f) A copy of the job posting will be sent to the President of the Union or their designate.
- (g) If a vacancy is posted and filled by an employee currently in the bargaining unit, all applicants will be notified within one week of the decision being made of the name of the successful candidate.
- (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.

### 12.2 Selection Criteria

The successful applicant will be determined on consideration of the qualifications, experience and seniority, with each of the first two criteria to be given equal weight. Where two or more applicants are relatively equal, the one with the greater seniority will be selected.

### 12.3 Probationary Period

It is understood that all new employees will be subject to a probationary period of 90 days, or 380 hours worked, but not to exceed five months. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which they have been appointed.

### 12.4 Qualifying Period

When a vacancy is filled by an existing employee, the employee shall be declared permanent in the new job after a period of 240 hours worked. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to their former position, they shall be returned to their former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position, and wage or salary rate, without loss of seniority.

### 12.5 Applications from Employees

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

**12.6 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 calendar days of being informed they were not successful, that they be provided in writing with the reasons they were unsuccessful.

An unsuccessful applicant may file a grievance at Step 2 within 21 calendar days of receipt of the written reasons, outlined above. The Employer shall advise the successful applicant that a grievance has been filed on the posting.

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

**ARTICLE 13 - LAYOFF AND RECALL****13.1 Layoff and Recall**

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

- (a) The employees shall be laid off by job classification in reverse order of seniority within a department.
- (b) The Employer must send a copy of the notice of layoff to the President of the Union or their designate.
- (c) A laid off employee may bump a less senior employee, provided the employee is qualified to do the job of the less senior employee.

Bumping rights must be exercised within seven calendar days of notification of layoff by providing written notice to the person in charge.

- (d) Employees on layoff shall be recalled in order of seniority subject to ability to do the work available.
- (e) It is the responsibility of all laid off employees to keep the Employer advised at all times of where and how they can be contacted for recall purposes.
- (f) Employees recalled to work shall receive the current rate for the classification to which they are recalled.
- (g) Employees who are recalled within 12 months of receiving their layoff notice shall retain all previously accrued service seniority.

**13.2 Severance**

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

### **13.3 Reduction in Hours**

Where the Employer intends to reduce regular full-time or part-time hours, the matter will be discussed with the Labour/Management Committee 60 days prior to the implementation of the reduction to discuss possible alternatives. Such reductions shall be done in reverse order of seniority, consistent with the requirements of Article 13.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Continuous Operation**

The workweek shall provide for continuous operation Sunday through Saturday, 24 hours per day.

### **14.2 Hours of Work**

- (a) The hours of work for a regular full-time employee will range from a minimum of seven hours to up to eight hours per day, inclusive of paid meal breaks, and a minimum of 35 hours to a maximum of 40 hours per week depending on the employee's shift rotation and departmental operational requirements.
- (b) Employees who have an unpaid meal break are entitled to leave the workplace.

### **14.3 Scheduling**

- (a) The Employer shall arrange all shift schedules and post them at least 14 days in advance of the effective date.
- (b) Except by agreement between the Employer and the Union (the President or their designate), employees shall not be required to work in excess of 6 consecutive shifts without receiving two consecutive days off, exclusive of statutory holidays, otherwise overtime shall be paid in accordance with Article 15.
- (c) There shall be no split shifts unless mutually agreed-to by the Employer and the Union (the President or their designate).

- (d) An employee reporting to work at the call of the Employer shall be paid a minimum of two hours pay at their regular rate of pay if they do not commence work, and a minimum of four hours pay at their regular rate of pay if they commences work.
- (e) Employees may exchange shifts with the prior approval of the Employer, provided that there is no increase in cost to the Employer.
- (f) If shifts are scheduled so that there are not 12 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 12 clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.
- (g) Where the Employer plans to implement a significant change in the shift schedule of regular employees which will affect a majority of employees in the rotation, the change may be made provided that:
- (1) the change is consistent with the operational requirements and the provisions of the collective agreement and is not capricious, arbitrary, discriminatory or in bad faith; and
  - (2) the Employer will seek input and feedback from the affected employee(s) on the existing hours of work, days off and work areas; and the impact the changes will have on the personal circumstances of such employees. Once employee input and feedback has been considered, the Employer may implement the changes, and
  - (3) if there is a change in rotation, that rotation will be posted for 14 days in advance. Employees who have been directly impacted by the change in rotation shall have seven days after the close of the posting to bid on a maximum of three shifts. Appointments will be based on seniority. Any unfilled shifts will be posted and filled based on Clause 12.3.

#### **14.4 Rest and Meal Periods**

- (a) There shall be a 15-minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four hours, will receive one 15-minute paid rest period.
- (b) A paid meal period of one-half hour, (to be taken at the workplace) will be scheduled as close as possible to the middle of each shift of five hours or more. If the meal period is unpaid (as per Article 14.2(b)), the meal period can be taken away from the workplace. Employees required by the Employer to work during their scheduled meal period will have their meal period rescheduled to an alternate time during the shift. Employees whose meal period is not rescheduled will be paid for their meal period as follows:
- (1) If the unreplaced meal period exceeds eight hours of work, it shall be paid at the applicable overtime rate.
  - (2) If the unreplaced meal period is within eight hours it shall be paid at the applicable straight-time rate.
- (c) The issue of designated staff areas for rest and lunch areas and the appropriate use of those areas will be discussed at the Joint Labour/Management Committee.

#### **14.5 In-Service Education and Staff Meetings**

The parties recognize the value of in-service both to the employee and the Employer and shall encourage employees to participate in in-service or training sessions. All employees scheduled by the Employer to

attend in-service seminars and staff meetings shall receive their basic rate of pay for all hours spent at the in service, staff meeting or training session.

## ARTICLE 15 - OVERTIME

### 15.1 Definition of Overtime

- (a) "*Overtime*" means authorized work performed by an employee in excess of the hours of work outlined in Clause 14.2. Overtime shall not be claimed or received for work which is less than 15 minutes. All work less than 15 minutes in excess of the hours of work outlined in Clause 14.2, shall be paid at straight-time rates of pay. Work in excess of 15 minutes will be paid at the applicable overtime rate.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means two times the straight-time rate.

### 15.2 Authorization and Application of Overtime

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

### 15.3 Right to Refuse Overtime

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

### 15.4 Overtime Entitlement

- (a) A regular full-time employee shall be entitled to compensation for overtime in excess of regularly scheduled daily hours.
- (b) An employee shall receive overtime pay for all hours worked in excess of:
  - (1) eight hours in a day; or
  - (2) 40 hours in a one week period, but excluding from the calculation hours worked in excess of eight hours in a day, and for all hours worked on a day of rest.
- (c) Overtime compensation shall be paid at the applicable overtime rate for all time worked.

### 15.5 Overtime for Part-Time Employees

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

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

### 15.6 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half for the first three hours of overtime on a regularly scheduled workday;
- (b) double-time in excess of (a);
- (c) subject to Clause 15.4, double-time for all hours worked on the employee's scheduled day of rest, but employees shall not have the day off rescheduled;
- (d) overtime shall be compensated in either cash or time off or a 50/50 combination of both. Overtime off shall be scheduled at a mutually agreeable time. An employee who has opted for compensating time off in lieu of overtime premium pay shall take the time off by March 31<sup>st</sup> and September 30<sup>th</sup> of each year. If the accumulated time off is not taken before the above-noted dates, the balance of the banked overtime premium shall be paid on the employee's next regular paycheque;
- (e) overtime shall be offered by seniority to the most senior, qualified, available employee.

### 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.

### 15.8 Rest Interval

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

### 15.9 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 14.3(e).

### 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. If no meal is available, the employee shall be reimbursed with a meal expense of \$10, with a receipt.

## ARTICLE 16 - PAID HOLIDAYS

### 16.1 Paid Holidays

Employees shall be entitled to a day off with pay for each of the following statutory holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	National Day for Truth & Reconciliation

Thanksgiving	Remembrance Day
Victoria Day	Christmas Day
Canada Day	

In addition to the holidays set out above, every full-time employee (regularly scheduled 32 hours or more per week) shall be entitled to a floating paid holiday to be scheduled subject to operational requirements.

Should the provincial government declare a new statutory holiday during the term of this agreement, the new statutory holiday shall replace the floating day.

### **16.2 Scheduling of Paid Holidays**

The Employer shall identify on the work schedule the day which corresponds to the employee's statutory holiday entitlement. Every effort will be made, subject to operational requirements, to schedule statutory holidays as additions to the employee's two regularly scheduled days off so that employees will receive as many three day breaks during each year as possible.

### **16.3 Working on a Statutory Holiday**

Regular full-time employees who have not had their statutory holidays scheduled into their work rotations who are required to work on a statutory holiday shall be paid at a rate of one and one-half times their rate of pay for hours worked. In addition, the employee will receive a paid day off in lieu for working the statutory holiday.

### **16.4 Holiday Coinciding With a Day of Vacation**

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

### **16.5 Christmas or New Year's Day Off**

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

### **16.6 Alternative Days Off**

Employees are entitled to up to two days leave of absence without pay per calendar year to observe spiritual, cultural or Holy Days not observed on days identified in Clause 16.1. Such leave shall not be unreasonably withheld and may be subject to operational requirements. The written request must be received at least 14 days in advance, provided it does not create an overtime situation for the Employer. Employees may use their vacation, floating stats, or any other banked days for these days.

### **16.7 Statutory Holiday Pay**

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

### **16.8**

Part-time and casual employees shall receive 4.8% of wages in lieu of statutory holiday pay.

## ARTICLE 17 - ANNUAL VACATIONS

### 17.1 Vacation

Regular employees shall be credited for and granted vacations earned based on the employee's continuous service as follows:

*Years of Service Entitlement*

one year ..... two paid weeks, 10 days  
 three years ..... three paid weeks, 15 days  
 ten years ..... 17 days

Regular part-time employees will be entitled to annual vacation on a pro rata basis.

Regular full-time and regular part-time probationary employees shall be credited for vacation accrued during the probation period.

### 17.2 Vacation Earnings for Partial Year

- (a) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.
- (b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.

### 17.3 Vacation Carryover

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

### 17.4 Callback

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred thereby by 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.

### 17.5 Work in Higher Rated Position

Payment for vacations will be made at an employee's basic pay. If an employee has accumulated vacation time in a higher paid position prior to their vacation, at the employee's request, the employee's vacation pay shall be based on the proportionate amount of time worked in each position.

### 17.6 Vacation Scheduling

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority as per Article 11 within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second

vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

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

### **17.7 Vacation Schedules**

- (a) Employees shall submit their vacation requests to their supervisor before March 31<sup>st</sup> for the following year (beginning the next day, April 1<sup>st</sup>).
- (b) An employee who does not exercise their seniority rights by the cutoff dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

### **17.8 Vacation Pay**

At the time an employee takes vacation, their accrued vacation pay will replace their regular basic pay for the period of their vacation so their pay will continue without interruption.

An employee may request to receive their vacation pay as a lump sum just prior to their vacation. They should provide the Employer with two weeks' notice. Such vacation pay will be an amount equivalent to their vacation pay earned, up to the amount of vacation time being taken.

### **17.9 Vacation Credits Upon Death**

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

### **17.10 Reinstatement of Vacation Days**

In the event an employee is qualified for compassionate leave, sick or injured with required documentation prior to the commencement of their vacation, or on any other approved leave with pay during the employee's vacation period, there shall be no deduction from the vacation credits for such leave. The vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

## **ARTICLE 18 - SICK LEAVE**

### **18.1 Sick Leave Entitlement**

- (a) Regular employees who work 15 hours per week or more and who have completed their probationary period shall earn one-half day of sick leave credits per month to a maximum of seven days in a calendar year. Employees may carry over six days per year, but their sick leave bank shall never exceed 18 days at any time.
- (b) One day of sick leave credits as in 18.1(a) will be paid based on the employee's regular hours of pay per day and for regular part-time employees, based on an average of their previous three months worked.
- (c) Any employee not covered by the Sick Leave entitlement shall be covered under the *Employment Standards Act* with regards to sick leave.

**18.2 Medical Certificates**

The Manager may require employees who are absent from work due to illness and whose sick leave exceeds the workplace average, or who appears to have a pattern of absences, to provide a medical certificate. The cost of obtaining a medical certificate will be borne by the Employer.

**18.3 Employee to Inform Employer**

The employee shall advise the Manager at least 24 hours prior to the start of their next shift or as soon as possible of their inability to report to work because of sickness or injury.

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

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

**18.4 Expiration of Sick Leave Credits**

The Employer shall inform employees, upon request of their sick leave credits. At the expiration of sick leave credits, employees who continue to be off on sick leave shall apply for and be placed on unpaid leave of absence in accordance with Clause 20.5. If the employee is not fit to return to their previous position at the expiry of the unpaid leave of absence, the employee must apply for further leave of absence.

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

Employees who wish to continue to coverage under Clause 25.1 may do so provided the employee pays the full cost of the premiums.

**18.5 Probationary Period (Sick Leave)**

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

**18.6 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 Benefits While on Compensation

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

- (a) seniority hours pursuant to Clause 11.1 shall continue to accrue;
- (b) vacation entitlement in Clause 17.1 shall continue to accrue; and
- (c) the Health and Welfare provisions of Article 25 will continue to apply for six months following the date of injury.

### 19.2 Employee to Contact Employer

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

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

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage-loss replacement benefits may be required to produce a medical certificate certifying that they are medically cleared to return to work.

## ARTICLE 20 - SPECIAL AND OTHER LEAVE

### 20.1 Compassionate Care Leave - Gravely Ill Family Member

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. The employee will be required to provide documentation to support their request for such leave. There will be no interruption in the accrual of seniority, vacation entitlement or benefits provided for under Article 25.

### 20.2 Compassionate Leave

- (a) In the event of the death of an immediate family member, an employee who is not on unpaid leave of absence shall be entitled to compassionate leave, at their regular rate of pay, for three days. The employee may be entitled to two additional days off, without pay, to travel in conjunction with the compassionate 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 compassionate 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, brother, sister, father-in-law, mother-in-law, grandparent, daughter-in-law, son-in-law, and any other relative permanently residing

in the employee's household or with whom the employee resides. The Employer may require proof of relationship.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(e) In the event of the death of another relative or friend of the employee, the Employer shall grant time off without pay to attend the funeral.

### **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.

### **20.4 Unpaid Leave**

(a) Subject to 20.4(b), an employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice of at least 14 days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall be subject to operational requirements and shall not be unreasonably withheld.

(b) Such leave shall not be granted where the employee is assuming other employment. Leaves shall not normally exceed six months, unless by mutual agreement between the Employer and the employee.

(c) 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.

(d) 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 21<sup>st</sup> day of the unpaid leave to the last day of the unpaid leave.

(e) Upon return, the employee shall be placed into their former positions or in a position of equal classification, rate of pay and hours of work.

### **20.5 Education Leave**

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

(b) When an employee goes on approved education leave, upon completion of the leave they will return to their former position.

### **20.6 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.

### **20.7 Leave for Medical and Dental Care**

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted. Such absence shall be with pay up to four hours for regular employees per year.

Proof of appointment in writing is required to qualify for the inability to schedule the said appointment for any other time outside working hours.

### **20.8 Election Days**

Any employee eligible to vote in a federal, provincial or municipal election or referendum shall be granted the applicable hours free from work while polls are open in order to cast a ballot, in accordance with the relevant legislation.

The period of time shall be granted to each employee at the time of day that best suits the convenience of the Employer.

### **20.9 Special Leave**

Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:

- (a) attend formal hearing to become a Canadian Citizen - one day;
- (b) paternity leave - 2 days to attend birth or adoption of child;
- (c) marriage of the employee - two days.
- (d) Where an employee or employee's child is victim of domestic violence - 2 days per calendar year.

## **ARTICLE 21 - PREGNANCY, PARENTAL LEAVE AND ADOPTION LEAVE**

### **21.1 Adoption Leave**

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article will give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave will give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.

### **21.2 Pregnancy Leave**

- (a) The employee will be granted leave for a period not longer than 17 weeks.
- (b) The period of pregnancy leave will commence not earlier than 12 weeks before the expected date of delivery and end no earlier than six weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Article 21.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee

must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.

(d) The Employer will, upon the request of the employee, modify the commencement of pregnancy leave for any period approved in writing by a qualified medical practitioner.

(e) An employee may be required to commence a pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.

(f) Pregnancy leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

### **21.3 Parental Leave**

(a) Upon application, an employee will be granted leave of absence for 63 consecutive weeks or for up to 37 weeks following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Upon application, employees will be granted parental leave as follows:

(1) in the case of the birth mother, commencing immediately following the end of the pregnancy leave under Article 21 (Pregnancy and Parental Leave),

(2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, commencing within the 52-week period following the birth of the child,

(3) in the case of an adopting parent, commencing within the 52-week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.

(c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

### **21.4 Leave without Pay**

All leave taken under Article 21 (Pregnancy and Parental Leave) is leave without pay.

### **21.5 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 21.1 (Pregnancy Leave) and 21.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Article 21.1(f) (Pregnancy Leave) and/or 21.2(c) (Parental Leave).

### **21.6 Return from Leave**

(a) On return from leave, an employee will be placed in their former position.

(b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 21.1 (Pregnancy Leave) or 21.2 (Parental Leave).

### **21.7 Benefit Plan**

If an employee maintains coverage for benefit plans while on pregnancy or parental leave, the Employer agrees to pay the Employer's share of these premiums.

### **21.8 Seniority Rights on Return to Work**

(a) An employee who returns to work after the expiration of the pregnancy and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.

(b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Article 12.5 (Bridging of Service) and/or Article 21.9 (Extended Child Care Leave).

(c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

### **21.9 Sick Leave Credits**

(a) Prior to the commencement of pregnancy leave, illness arising due to pregnancy may be covered by normal sick leave.

(b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. They may use this leave until all danger from such disease or condition no longer exists.

### **21.10 Extended Child Care Leave**

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Articles 21.1 (Pregnancy Leave) and 21.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one year.

An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended child care leave.

An employee on extended child care leave will provide the Employer with at least one month's written notice of return from such leave.

Upon return from extended child care leave, an employee will be placed in their former position.

## **ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

### **22.1 Conditions**

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

## 22.2 Working Environment

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

The Employer will provide health and safety orientation or in-service which is necessary for safe techniques for lifting and supporting clients/residents, the safe performance of work, the safe use of equipment, and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes.

## 22.3 Mental Health

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

## 22.4 Joint Health and Safety Committee

- (a) The parties agree to participate in developing a program to reduce risk of occupational injury or illness. Policies and procedures relating to health and safety will be recommended by the Committee for implementation by the Employer.
- (b) The Committee will meet at least once per month or at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload.
- (c) The Committee will carry out all the functions and duties as per Part 3, Division 4, Section 130 of the *Workers Compensation Act*.

Each worksite will have a Joint Health and Safety Committee and membership will be as follows:

- (1) the Committee will be comprised of a minimum of two worker representatives appointed by the Union and one employer representative appointed by the Employer. In no case will the Employer's members outnumber those of the Union. Worker representative alternates will also be appointed to the Committee by the Union and will be afforded the same rights and responsibilities as a regular member of the Committee.
- (2) a worker co-chair will be elected from the worker representatives of the Committee and the employer co-chair will be appointed by the Employer.
- (d) Worker representatives of the Committee shall not suffer any loss of pay for the time spent to prepare for or attend a committee meeting or for carrying out any functions or duties as a committee member in accordance with the *Workers Compensation Act*. This includes mileage and any other reasonable costs.

Worker representatives shall be released from their regular duties to attend Committee meetings and perform related duties and functions as set out in section 130 of the *Workers Compensation Act*.

- (e) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the worker representatives of the Committee.
- (f) A worker representative will be entitled to annual employer paid leave to attend union sponsored occupational health and safety training courses. If OHS training falls on the worker representative's regular time off, the worker representative will be compensated for all hours while attending the training.

## 22.5 Strain Injury Prevention

- (a) (The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.
- (b) Local Occupational Health and Safety Committees (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:
- (1) the work methods and practices;
  - (2) the layout and condition of the workplace and workstation;
  - (3) the characteristics of objects or equipment handled;
  - (4) the environmental conditions;
  - (5) the physical and psychological demands of work;
  - (6) in a manner consistent with WCB regulation, policy and guidelines and developed by the Joint Occupational Health and Safety Committee.
- (c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will include the joint occupational health and safety committee or worker health and safety representatives.

## 22.6 Hearing Examinations

Hearing examinations required pursuant to the Workers' Compensation Occupational Health and Safety Regulations shall be conducted during working hours without loss of pay. Where an employee is required to be examined on other than their regularly scheduled workday, they shall receive the applicable overtime rate of pay for the duration of the examination plus travel time upon proceeding directly to and from the examination.

## 22.7 Unsafe Work

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

## 22.8 Workplace Violence/Aggressive Conduct

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

The Committee will be consulted to determine the applicable physical and procedural measures that will be implemented. An employee serving clients in the community shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.

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

Immediate critical incident defusing, debriefing support and, where deemed appropriate by a qualified medical practitioner, post traumatic counselling for individuals who have been exposed to violence of an unusual nature, including but not limited to physical or psychological violence, death of colleague or client death or a series of such incidents. Appropriate resources will be made available to employees as soon as possible by qualified outside practitioners. Where an employee requires time off to attend critical incident defusing, debriefing or post traumatic counselling, it will be without loss of pay or benefits.

At the request of an employee who may be exposed to violence, physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within 10 days.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Committee, after review of the circumstances, may request a review by WorkSafeBC.

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

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

## **22.9 Domestic Violence**

The Employer agrees they have a legal responsibility to protect workers from all forms of violence in the workplace including domestic violence that could impact employees in the workplace. As such, policies and safe work procedures will be developed to increase employee awareness, education and training in the prevention of injury or illness from domestic violence.

### **22.10 Investigation of Incidents**

- (a) Pursuant to the *Workers Compensation Act*, Part 3, Division 10 governing Accident Reporting and Investigation, all accidents/incidents shall be jointly investigated by at least one worker representative and one employer representative. This will include motor vehicle incidents and incidents that did not involve an injury to a worker, or involved only minor injury not requiring medical treatment, but had the potential for causing serious injury to a worker.

The designated worker representative shall be released from their regular duties to participate in the investigation. The Employer will reassign the work that would have otherwise been performed by the worker representative for the duration of the investigation. This may include replacement of the employee. Where the investigation is scheduled outside the worker representative's regular hours, they will be paid at the applicable rate of pay.

A preliminary investigation will be completed within 48 hours and a preliminary and corrective action report will be posted and provided to the Committee. The full investigation will be completed within 30 days with the full investigation and corrective action report submitted on a mutually agreed accident/incident investigation form. Copies will be sent to the Workers' Compensation Board, Occupational Health and Safety Committee, each employer representative and each worker representative.



(b) If the Employer's representative is a member of the bargaining unit, nothing in this clause restricts the right of the Employer to require their representative in (a) above to complete other reports related to the accident under investigation.

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

### **22.11 Injury Pay Provision**

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

### **22.12 Transportation of Accident Victims**

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

### **22.13 Employee Check-in**

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

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

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

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

### **22.14 Communicable Diseases and Parasitic Infestations**

(a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person, and/or possessions of a person, with a communicable disease or parasitic infestations.

(b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer will inform the primary care givers and employees about the inherent risk of the communicable disease or parasitic infestation.

(c) Where a vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.

(d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled shifts during the 24-hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.

(e) The Employer will, in consultation with the Committee, develop and implement measures necessary for the establishment of a work environment to prevent acquisition and transmission of a communicable disease.

Measures will include but are not limited to:

- (1) Preventative protocol measure including education, hygiene, protective equipment/apparel and vaccinations;
- (2) Post-exposure protocols.

(f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions will be without loss of pay.

### **22.15 Protective Clothing and Supplies**

The Employer will supply protective clothing supplies as required by WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

## **ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

This article will not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in this industry.

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

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

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

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

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

## **ARTICLE 24 - CONTRACTING OUT**

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

## **ARTICLE 25 - HEALTH AND WELFARE**

### **25.1 Benefit Coverage**

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

**Life Insurance**

Benefit Amount ..... \$25,000

Non-Evidence Maximum ..... \$25,000

Reduction of Insurance ..... Your insurance reduces by 50% at age 65, to a maximum benefit of \$50,000

Termination Age..... Your insurance terminates at age 70

**Accidental Death, Disease and Dismemberment**

Benefit Amount ..... Accidental Death - 100% of your life insurance benefit.

Accidental/Disease Dismemberment - loss schedule ranging from 200% to 25% of your life insurance amount for dismemberment, Paralysis, or Loss of use as a result of accidental injury or Critical disease

Critical Disease - 10% of your life insurance benefit, to a maximum benefit of \$50,000

Reduction of Insurance ..... Your insurance reduces by 50% at age 65, to a maximum benefit of \$50,000

Termination Age..... Your insurance terminates at age 70

**Extended Health Services (EHS)**EHS Deductible ..... Single - no deductible  
Family - no deductible

Prescription Drugs Deductible..... Non per-prescription deductible

EHS Co-Insurance ..... 80%  
The EHS Co-insurance does not apply to Hospital Accommodation, Vision, or Travel Benefits

Prescription Drugs Co-insurance ..... 80%

Prescription Drug Plan ..... Direct Pay

Hospital Accommodation..... Semi-Private

Vision Benefit ..... \$300 per person every 24 months

Travel Benefits ..... Included

Overall Maximum..... Unlimited

Dependent Children ..... Covered from birth or age 21, or to age 25 if in full-time attendance at a school or university, or to any age if handicapped

Termination Age..... Insurance terminates at your age 70

**Dental Care**Deductible ..... Single - no deductible  
Family - no deductible

<i>Eligible Expenses</i> .....	Reimbursement Percentage	Financial Limit Per person
<i>Basic Services (includes Endo/Perio)</i> .....	80%	\$1,500 per calendar year
<i>Major Restorative Services</i> .....	60% combined with Basic Services	
<i>Recall Exams</i> .....	Twice in 12 months	
<i>Dependent Children</i> .....	Covered from birth to age 21, or to age 25 if in full-time attendance at a school or university, or to any age if handicapped	
<i>Termination Age</i> .....	Insurance terminates at your age 70	

(a) *Long-Term Disability*

The Employer agrees to provide the following health and welfare plans to eligible regular and their dependants as per Article 25.2:

<i>Benefit Amount</i> .....	66.667% of your monthly salary, rounded to the next highest \$1 if not already a multiple thereof, to a maximum monthly benefit of \$6,000	
<i>Non-Evidence Maximum</i> .....	\$2,000	
<i>Best Doctor Services</i> .....	Immediate access to the best medical knowledge	
<i>InterConsultation™</i> .....	Medical advice and treatment planning	
<i>FindBestDoc™</i> .....	Identifying the right care provider	
<i>FindBestCare™</i> .....	Care management	
<i>Maximum Income From All Sources</i> .....	85% of your pre-disability net Salary, if the LTD benefit is non-taxable	
<i>Elimination Period</i> .....	119 days	
<i>Maximum Benefit Period</i> .....	to age 65	
<i>Termination Age</i> .....	Your insurance terminates at age 65	

**25.2 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) *Casual and Part-Time Employees Working Regular Assignments Exceeding Six Continuous Months*

Casual and part-time employees who temporarily fill a specific regular full-time or regular part-time position are 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. Benefits will 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 90 days of work at the facility.

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

### **25.3 Employer to Arrange for Coverage**

The Union recognizes and agrees that the Employer's obligations and liability with regard to providing the benefit and insurance coverage agreed to herein is in all events limited to arranging for the underwriting coverage by the insurer(s) and for the internal procedural administration of the Plans. Should the Employer seek to change the benefit carrier during the term of the collective agreement, the Employer shall consult with the Union first. The Employer will work with the Union to ensure the insurance carrier chosen has an adequate appeal procedure and a positive tack-record regarding claims for workers. In the event of any change of benefit carrier, benefits and benefit levels shall remain the same or better.

## **ARTICLE 26 - WORK CLOTHING AND RELATED SUPPLIES**

The Employer will supply suitable gloves and aprons and other protective clothing and or required equipment to employees required by the Employer to wear or use. The Employer will provide any uniforms it requires employees to wear and shall launder them.

This shall include kitchen uniforms and housekeeping tops.

## **ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

### **27.1 Paydays**

- (a) Employees shall be paid biweekly by direct deposit.
- (b) The distribution of paycheque stubs shall be provided at the beginning of the dayshift on payday and shall be in sealed envelopes to ensure confidentiality.
- (c) Paycheque statements shall provide details of all deductions and banks.

### **27.2 Relieving in Higher Rated Positions**

- (a) Where a regular employee within the bargaining unit is temporarily assigned to duties of a supervisory or higher paying position within the bargaining unit, the most senior regular employee who is willing and capable within the same department will be given such assignments and will be paid the supervisor's or higher paying position's rate of pay. Where no regular employee is available or willing to fill such an assignment, it will be offered to the most senior casual employee who is willing and capable to perform the work.
- (b) Where an employee within the bargaining unit is temporarily assigned to specialized duties of a management position which is excluded from the bargaining unit, that employee will be paid 10% above their current rate of pay for those days which they perform such specialized duties.
- (c) When the Employer is assigning such assignments as in 27.2(b) above, to an employee within the bargaining unit, the Employer will give first consideration to the most senior, available, willing and capable employee within the same department.

### **27.3 Pay on Temporary Assignment**

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

**27.4 Mileage and Vehicle Allowances**

An allowance per kilometre equal to mileage recognized by Revenue Canada (currently 54¢ per km) will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

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

When an employee uses their own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia (ICBC) insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "*to and from work*" to "*business use*".

**ARTICLE 28 - NOTICE OF NEW AND CHANGED POSITIONS****28.1 Job Descriptions**

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

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

**28.2 New Classifications/Duties***(a) Notice of New Positions*

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

*(b) Notice of Changed Positions*

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

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within 30 days of notification by the Employer. The Employer must respond to the Union's objection in writing within 30 days. If the parties cannot come to an agreement on the wage rate, the Union can file a grievance within 30 days of the Employer's response to the Union's objection or when it was due.

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

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

**ARTICLE 29 - GENERAL CONDITIONS****29.1 Indemnity**

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

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

**29.2 Copies of Agreement**

- (a) 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.
- (b) All collective agreements shall be printed in a union shop and bear a recognized union label.
- (c) The cost shall be shared equally. The Union will invoice the Employer.

**29.3 Volunteers and Bargaining Unit Work**

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

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

**29.4 Personal Property Damage**

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

**29.5 Joint Labour/Management Committee**

- (a) The parties agree to establish a joint committee composed of one employee from each department appointed by the Union and two representatives of the Employer.
- (b) The Joint Committee shall meet quarterly or at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;

- (2) correcting conditions causing misunderstandings;
  - (3) dealing with matters referred to it in this agreement;
  - (4) to review workplace best practises and workload issues.
- (f) Minutes of Joint Committee Meetings shall be transcribed by the Employer and distributed to committee members.

**29.6 Workload**

The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety-related workload concerns to the Joint Occupational Health and Safety Committee for investigation under Article 22. The Labour Management Committee shall also receive information regarding workload issues.

**29.7 Employee Access to Leave Records**

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

**29.8 Elimination of Mandatory Retirement**

The parties agree that no employee covered by the collective agreement will be required to retire at 65 years of age. The terms of the collective agreement shall apply to employees who are over the age of 65.

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

This agreement shall be binding and remain in effect until midnight March 30, 2024.

**30.2 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 November 30, 2023 but in any event, no later than midnight on December 31, 2023.
- (b) Where no notice is given by either party prior to November 30, 2023, both parties shall be deemed to have given notice under this section on December 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 Manager.

**30.3 Change in Agreement**

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

**30.4 Agreement to Continue in Force**

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

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



30.5 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 July 18, 2022  
Stephanie Smith  
President

DocuSigned by: Jeff Jones July 17, 2022  
Jeff Jones  
Vice-President

DocuSigned by: Amanda Armishaw July 4, 2022  
Amanda Armishaw  
Bargaining Committee Chairperson

DocuSigned by: Nancy Noso July 18, 2022  
Nancy Noso  
Office Manager

DocuSigned by: Christine Elzinga July 6, 2022  
Christine Elzinga  
Bargaining Committee Member

DocuSigned by: Laura Griffin July 18, 2022  
Laura Griffin  
General Manager

DocuSigned by: Leslie Vilness July 14, 2022  
Leslie Vilness  
Bargaining Committee Member

DocuSigned by: Amena Cleveland July 18, 2022  
Amena Cleveland  
Staff Representative

Dated: July 18, 2022

**APPENDIX 1**  
**Wage Schedule**  
**Classifications and Hourly Rates**

Position	Step	April 1, 2022 4%	April 1, 2023 4%
Activity Coordinator	Step 1	\$21.40	\$22.26
	Step 2	\$21.83	\$22.70
Dining Room Prep Cook	Step 1	\$18.09	\$18.81
	Step 2	\$18.45	\$19.19
Dining Room Server	Step 1	\$18.09	\$18.81
	Step 2	\$18.45	\$19.19
Dining Room Supervisor	Step 1	\$22.20	\$23.09
	Step 2	\$22.65	\$23.56
Dishwasher	Step 1	\$16.89	\$17.57
	Step 2	\$17.22	\$17.91
Front Desk	Step 1	\$20.30	\$21.11
	Step 2	\$20.71	\$21.53
Housekeeper	Step 1	\$18.43	\$19.17
	Step 2	\$18.79	\$19.54
Lead Housekeeper	Step 1	\$21.40	\$22.26
	Step 2	\$21.83	\$22.70
Night Attendant (+\$1.25/hr)	Step 1	\$19.34	\$20.11
	Step 2	\$19.70	\$20.49
Sous Chef/Cook	Step 1	\$20.60	\$21.43
	Step 2	\$21.02	\$21.86

Lead hand premium: \$1/hour

\*Employees having been continuously employed for 4000 hours or more.

**APPENDIX 2**  
**Casual Employees**

**Part 1 - Casual Employees**

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

(b) Casual employees shall receive 4% in lieu of statutory holiday pay. Casual employees shall have the option to have vacation pay on each paycheque or to have it paid out at the end of the calendar year. Casual employees shall advise the Employer by December 15<sup>th</sup> of each year which option they prefer for the following calendar year. Newly hired casuals shall have this option and the Employer will canvass employees as to their option. Casuals who are filling a long-term assignment of six months or greater may request a leave without pay in lieu of vacation.

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

- (1) Article 1 - Purpose of Agreement
- (2) Article 2 - Recognition of the Union
- (3) Article 3 - Union Security
- (4) Article 4 - Check-off of Union Dues
- (5) Article 5 - Employer and Union Shall Acquaint New Employees
- (6) Article 6 - Employer's Rights
- (7) Article 7 - Employer and Union Relations
- (8) Article 8 - Grievances
- (9) Article 9 - Arbitration
- (10) Article 10 - Dismissal, Suspension and Discipline
- (11) Article 11 - Seniority
- (12) Article 12 - Vacancy Posting
- (13) Article 14 - Hours of Work; except for 14.3(a)(e)(g)
- (14) Article 15 - Overtime, except for 15.5, 15.6 (c) and 15.8
- (15) Article 16 - Statutory Holidays except for 16.3, 16.4 and 16.5
- (16) Article 19 - Workers' Compensation
- (17) Article 31 - Pregnancy, Parental and Adoption
- (18) Article 22 - Occupational Health and Safety
- (19) Article 25.2(b) - Health and Welfare
- (20) Article 26 - Work Clothing and Related Supplies
- (21) Article 27 - Payment of Wages and Allowances, except 26.2
- (22) Article 28 - Notice of New and Changed Positions
- (23) Article 29 - General Conditions
- (24) Article 30 - Term of Agreement
- (25) Appendix 1 - Wage Schedule
- (26) Appendix 2 - Casual Call-in

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

(e) 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.

(f) Casual employees filling a temporary assignment of six months or greater will be considered regular employees for the duration of their temporary assignments.

## **Part 2 - Casual Employee Probationary Period**

(a) Casual employees shall serve a probationary period of 380 hours of work.

(b) A casual employee who has not completed probation under this clause and who is successful in acquiring a regular position shall continue to serve a probationary period of 380 hours, but does not have to serve additional probationary hours due to the change of employment status or position.

(c) Where a casual employee who has completed probation is successful in acquiring a regular position, such employee shall not be required to serve another probationary period under Article 12, but will be required to complete the qualifying period under Clause 12.4.

(d) *Seniority While in Receipt of WCB Wage-Loss Income*

Casual employees who are absent from work and in receipt of WCB wage-loss replacement benefits as a result of an injury sustained in the course of their employment with the Employer shall continue to

accrue seniority as if they were available to work and in doing so they shall maintain their same relative position on the seniority list.

### **Part 3 - Casual Call-In**

#### **(1) Part-Time Employees**

(a) Part-time employees may apply for casual work as long as this does not conflict with their regularly scheduled hours of work. For example, a part-time employee will not be relieved of a regular six-hour shift in order to work a seven and one-half hour shift.

Note: Exception to the conflict rule would be an opportunity to work in a higher rated position assignment pursuant to Article 27.2.

Part-time employees may apply for casual work in more than one classification.

If the part-time employee has already worked in the additional classification(s) then they shall be deemed qualified to be added to the casual register for that/those classification(s).

If the part-time employee has not already worked the additional classification, the Employer may require them to complete an orientation in that classification. Such orientations cannot be unreasonably withheld and shall be provided to part-time employees who have made such a request by seniority.

(b) Part-time regular employees shall be called in for casual hours ahead of casual employees for work they have been deemed qualified.

(c) The seniority list will indicate the part-time employees who applied for casual work and the deemed qualified classifications(s) for each employee.

(d) A part-time regular employee must submit an additional casual availability form only when that employee wishes to change their casual availability.

(e) Once part-time employees have provided notice of availability in writing, they will be placed on a part-time regular call-in list, in order of seniority.

#### **(2) Casual Employees**

##### *The Casual Register*

(a) Casual employees shall be called in to work in order of their seniority, and laid-off in reverse order of seniority within a job classification. Employees may apply to work in other classifications/departments. Such employees must meet the qualifications (including suitability) as set by the Employer, and will have to successfully complete the orientation for the position before being registered for casual work in that classification. Such orientations, once requested cannot be unreasonably denied.

(b) Casual employees must notify the Manager/designate, in writing, when hired, of their availability for casual work. A casual employee must submit an additional availability form only when that employee wishes to change their availability.

(c) If a casual employee has not worked in a 12-month period, across all classifications, the Employer shall issue a letter to the employee, which shall state the number of months the employee has not worked and shall ask the employee if they wish to remain a casual employee. The employee will have 30 days to respond. If the employee does not respond in 30 days, they will be removed from the causal register and their employment will end.

**(3) Procedure for Calling Part-Time and Casual Employees for Casual Work****Shifts Scheduled Within 14 Days**

Shifts to be scheduled within 14 days shall be awarded to eligible employees (part-time and casual) as set out below:

- (a) Casual and part-time employees who are eligible will provide one phone number in which to be contacted at for casual shifts.
- (b) Block shifts may be divided and will be awarded based on seniority and availability.
- (c) Casual and part-time employees will be given a choice of any shifts they are deemed eligible that are available at the time of the call.
- (d) If a shift will put an employee beyond regular hours (i.e., overtime), then that employee shall not be eligible to pick up that shift.
- (e) Shifts will be awarded in order of seniority and availability.
- (f) There will be no penalty for refusing shifts.
- (g) The log will be kept of all calls made for casual call-in. The logbook shall show:
  - (1) the date
  - (2) employee called
  - (3) time called
  - (4) the position(s)/shift(s) being called to fill
  - (5) the outcome of the call (accept, decline, no answer, answering machine, message left)
  - (6) signature of caller
- (h) If no answer after six rings, the caller shall make note in the logbook and move to the next available employee on the casual register. If an answering machine is reached or person is available to take a message, the caller shall leave a message saying "*This is \_\_\_\_ from Sherwood House calling, please call us regarding an available shift*" and note "*answering machine*" or "*message left*" in the logbook. The caller will then proceed down the list as outlined in Point 2 (a) above.
- (i) If an employee returns a call from a message left and the shift remains unfilled, offer it. If the shift vacancy has been filled, advise the employee that the shift is no longer available.

**Shifts to be Scheduled More Than 14 Days in Advance**

Shifts to be scheduled 14 days in advance shall be awarded to eligible employees (part-time and casual) as set out below:

- (a) If a shift will put an employee beyond regular hours (i.e., overtime), then that employee shall not be eligible to pick up that shift.
- (b) All eligible employees will be phoned in order of seniority (part-time and casual) for position(s) and shift(s) to be filled. Employees shall have three days to reply.
- (c) Shifts shall be awarded based on seniority and availability.
- (d) There will be no penalty for refusing shifts.

- (e) This process will be reviewed at the Labour Management meetings within three months of ratification.

**MEMORANDUM OF AGREEMENT #1**  
**Limitation on Two Hour Shifts**

The parties agree that the Employer's use of two hour shifts will be limited to the current practice of one two-hour shift, seven days per week to be filled by those employees performing primarily dishwashing duties. Any other duties would be in the Kitchen or Dining Room departments.

**MEMORANDUM OF AGREEMENT #2**  
**Employer Investigation of Resident Complaints Against Employees**

Should the Employer receive a complaint from a resident or a resident's family member or advocate, the Employer will conduct an objective investigation into such a complaint.

The employee who is the respondent of the complaint, will be provided a copy of the complaint and will be provided the opportunity to have a steward represent them in the investigative meeting with the Employer. If the respondent is a steward such employees have the right to have a staff rep as their representative. The employee will be provided an opportunity to respond to the complaint prior to the Employer making any judgements or determinations regarding the complaint.

The Employer will not direct employees to meet with the complaining resident or resident's family member or advocate directly in this process.

**LETTER OF UNDERSTANDING #1**  
**Casual Call-in**

Part-time employees hired after July 26, 2017, may apply to work in other classifications/departments. Such employees must meet qualifications (including suitability) as set by the Employer, and will have to successfully complete the orientations, and once requested cannot be unreasonably denied.

**LETTER OF AGREEMENT**  
**Floating Statutory Holiday**

Whereas, during negotiations in 2019, a floating statutory holiday was introduced, the parties hereby agree that, effective April 1, 2022, part-time and casual employees will be entitled to 4.8% of wages in lieu of statutory holiday pay.

The parties agree to the foregoing on a without prejudice or precedent basis.