

COLLECTIVE AGREEMENT

between the

ELIM CHRISTIAN CARE SOCIETY

and the

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

Effective from August 3, 2011 to March 31, 2014

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT 1

 1.1 Purpose of Agreement 1

 1.2 Future Legislation 1

 1.3 Conflict with Employer Policies 1

 1.4 Use of Feminine and Singular Terms..... 1

ARTICLE 2 - DEFINITIONS 1

 2.1 Bargaining Unit Defined 1

 2.2 Employer Defined..... 1

 2.3 Union Defined..... 1

 2.4 Definition of Employee 1

 2.5 Regular Employees 2

 2.6 Basic Pay 2

 2.7 Year 2

 2.8 Spouse 2

 2.9 Immediate Family 2

ARTICLE 3 - RECOGNITION OF THE UNION..... 2

 3.1 Bargaining Agent or Recognition 2

 3.2 Correspondence 2

 3.3 No Other Agreement 2

 3.4 Recognition and Rights of Stewards 2

 3.5 Bulletin Boards 3

 3.6 Pins, Badges and Insignia..... 3

 3.7 Right to Refuse to Cross Picket Lines..... 3

 3.8 Leave for Union Business 3

 3.9 Membership Information..... 4

ARTICLE 4 - UNION SECURITY 4

ARTICLE 5 - CHECK-OFF OF UNION DUES 4

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES..... 5

ARTICLE 7 - EMPLOYER’S RIGHTS..... 5

 7.1 Rights Reserved 5

 7.2 Employer Rules..... 5

ARTICLE 8 - EMPLOYER/UNION RELATIONS 5

 8.1 Representation..... 5

 8.2 Union Bargaining Committee 5

 8.3 Union Representatives 5

 8.4 Technical Information 6

ARTICLE 9 - GRIEVANCES..... 6

 9.1 Grievance Recognition 6

 9.2 Step One 6

 9.3 Step Two 6

 9.4 Time Limit to Reply at Step Two..... 6

 9.5 Step Three 7

 9.6 Time Limit to Reply at Step Three..... 7

 9.7 Time Limit to Submit to Arbitration 7

 9.8 Administrative Provisions 7

 9.9 Management Grievance..... 7

 9.10 Time Limits..... 7

9.11	Deviation from Grievance Procedure.....	7
9.12	Policy Grievances	8
9.13	Dismissal or Suspension.....	8
ARTICLE 10	- ARBITRATION.....	8
10.1	Notification	8
10.2	Arbitrator.....	8
10.3	Decision of the Arbitrator.....	8
10.4	Disagreement on Decision.....	8
10.5	Expenses of Arbitration	8
10.6	Amending Time Limits	8
10.7	Expedited Arbitration	8
ARTICLE 11	- DISMISSAL, SUSPENSION AND DISCIPLINE.....	9
11.1	Burden of Proof	9
11.2	Notice of Dismissal or Suspension.....	9
11.3	Right to Grieve Other Disciplinary Action	9
11.4	Performance Appraisals.....	9
11.5	Personnel File.....	10
11.6	Right to Have Steward Present.....	10
11.7	Employment Abandoned	10
ARTICLE 12	- SENIORITY	10
12.1	Seniority Defined.....	10
12.2	Seniority Lists	11
12.3	Loss of Seniority	11
12.4	Same Service Seniority Date	11
ARTICLE 13	- VACANCY POSTINGS.....	11
13.1	Postings	11
13.2	Temporary Vacancies	12
13.3	Selection Criteria	12
13.4	Probationary Period	12
13.5	Right to Grieve.....	12
ARTICLE 14	- LAYOFF AND RECALL	12
ARTICLE 15	- SCHEDULING AND HOURS OF WORK.....	13
15.1	Continuous Operation.....	13
15.2	Scheduling Provisions	13
15.3	Shift Differential	14
15.4	Rest and Meal Periods	14
15.5	Staff Meetings.....	14
ARTICLE 16	- OVERTIME	14
16.1	Definition of Overtime	14
16.2	Authorization and Application of Overtime	15
16.3	Right to Refuse Overtime	15
16.4	Overtime Compensation.....	15
16.5	Rest Interval	15
16.6	Shift Exchanges	15
16.7	Overtime Meal Allowance	15
ARTICLE 17	- STATUTORY HOLIDAYS.....	16
17.1	Statutory Holidays	16
17.2	Scheduling of Statutory Holidays.....	16
17.3	Holiday Falling on a Scheduled Workday	16

17.4	Holiday Coinciding With a Day of Vacation.....	16
17.5	Christmas or New Year's Day Off	16
17.6	Statutory Holiday Pay.....	16
ARTICLE 18	- ANNUAL VACATIONS.....	17
18.1	Entitlement.....	17
18.2	Vacation Earnings for Partial Year	17
18.3	Vacation Carryover.....	17
18.4	Callback	17
18.5	Work in Higher Rated Position	18
18.6	Vacation Scheduling.....	18
18.7	Priority for Vacation	18
18.8	Vacation Schedules.....	18
18.9	Vacation Pay	18
18.10	Vacation Credits Upon Death.....	18
18.11	Reinstatement of Vacation Days - Sick Leave	18
ARTICLE 19	- SICK LEAVE.....	19
19.1	Sick Leave Entitlement.....	19
19.2	Employee to Inform.....	19
19.3	Probationary Period	19
19.4	Third Party Coverage.....	19
19.5	Sick Leave Credits.....	19
ARTICLE 20	- WORKERS COMPENSATION.....	20
20.1	Sick Leave/Workers Compensation.....	20
20.2	Transportation.....	20
20.3	Benefits While on Compensation.....	20
20.4	Employee to Contact Employer	20
ARTICLE 21	- SPECIAL AND OTHER LEAVES	20
21.1	Bereavement Leave	20
21.2	Compassionate Care Leave	20
21.3	Unpaid Leave for Public Office	21
21.4	Unpaid Leave	21
21.5	Education Leave	21
21.6	Jury Duty and Leave for Court Appearances.....	22
ARTICLE 22	- PREGNANCY, PARENTAL AND ADOPTION LEAVE.....	22
22.1	Pregnancy Leave.....	22
22.2	Parental and Adoption Leave	22
22.3	Extension of Leaves.....	23
22.4	Benefit Plan.....	23
22.5	Sick Leave.....	23
22.6	Deemed Resignation.....	23
22.7	Entitlements Upon Return to Work.....	23
ARTICLE 23	- SAFETY AND HEALTH	24
23.1	Occupational Health and Safety Committee.....	24
23.2	OHS Committee Responsibilities.....	24
23.3	Right to Refuse Unsafe Conditions.....	24
23.4	Payment to Attend Meetings	24
23.5	Investigation of Accidents and Injuries.....	24

ARTICLE 24 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES	24
ARTICLE 25 - HEALTH AND WELFARE PLANS	25
25.1 Medical Plan	25
25.2 Dental Plan.....	25
25.3 Group Life Insurance and Accidental Death and Injury Plan	25
25.4 Extended Health Plan	25
25.5 Employee Assistance Program.....	25
25.6 Commencement of Coverage	25
25.7 Change of Carrier.....	25
25.8 RRSP	25
ARTICLE 26 - WORK CLOTHING AND RELATED SUPPLIES.....	25
ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES.....	26
27.1 Payment of Wages and Allowances.....	26
27.2 Pay on Temporary Assignment	26
27.3 Staff Meal Program.....	26
ARTICLE 28 - NOTICE OF NEW AND CHANGED POSITIONS	26
28.1 Job Descriptions.....	26
28.2 New Classifications/Duties	26
ARTICLE 29 - GENERAL CONDITIONS	27
29.1 Indemnity	27
29.2 Employer Property	27
29.3 Copies of Agreement	27
29.4 Volunteers and Bargaining Unit Work	27
29.5 Practicum Students	27
29.6 Joint Labour/Management Committee.....	27
29.7 Workload.....	28
29.8 Elimination of Mandatory Retirement	28
29.9 Employee's Notice of Resignation	28
29.10 Employee Contact Information	28
ARTICLE 30 - CASUAL EMPLOYEES	28
30.1 Casual Employees.....	28
30.2 Application of Agreement	28
30.3 Statutory Holidays for Casual Employees	29
30.4 Seniority While in Receipt of WCB Wage-Loss Income.....	30
30.5 Casual Employee Probationary Period.....	30
30.6 Casual Employee Vacation.....	30
ARTICLE 31 - HARASSMENT	30
31.1 Preamble.....	30
31.2 Sexual Harassment.....	30
31.3 Personal Harassment.....	31
31.4 Harassment Complaint Procedure.....	31
ARTICLE 32 - TERM OF AGREEMENT	32
32.1 Duration	32
32.2 No Discrimination	32
32.3 Notice to Bargain	32
32.4 Change in Agreement	32
32.5 Agreement to Continue in Force	32
32.6 Effective Date of Agreement.....	33

APPENDIX A - Wage Schedule	34
APPENDIX B - Procedure For Filling Shifts	35
APPENDIX C - Health and Welfare Benefit Plans	36
APPENDIX D - Certificate of Employee Fitness - Elim Christian Care Society.....	39
MEMORANDUM OF AGREEMENT #1 - Re: Excluded Positions	40
MEMORANDUM OF AGREEMENT #2 - Re: Contracting Out.....	40

ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 Purpose of Agreement

The purpose of this Agreement is to:

- (a) establish and maintain a positive, professional working relationship between the Employer, employees and the Union which is conducive to their mutual well-being; and
- (b) establish and maintain orderly collective bargaining procedures between the Employer and the Union.

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, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

1.3 Conflict with Employer Policies

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

1.4 Use of Feminine and Singular Terms

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

ARTICLE 2 - DEFINITIONS

2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the certification issued by the Labour Relations Board, except those excluded by mutual agreement of the parties, as listed in Memorandum of Agreement #1 Re: Excluded Positions or by the *Labour Relations Code*.

During the life of this Agreement where a dispute arises as to whether or not an individual is an employee within the bargaining unit, it shall first be discussed by the parties. In the event of failure to reach a satisfactory settlement it shall be dealt with pursuant to the relevant sections of the *Labour Relations Code*.

2.2 Employer Defined

"Employer" means Elim Christian Care Society.

2.3 Union Defined

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

2.4 Definition of Employee

"Employee" means an individual who is employed by Elim Christian Care Society and is included in the bargaining unit.

2.5 Regular Employees

- (a) A regular full-time (FT) employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work minimum seven and one-half hours per day, and an average of 37½ hours per week exclusive of unpaid meal periods.
- (b) A regular permanent part-time (PPT) employee is one who is appointed to a regularly scheduled position but works less than an average of 37½ hours per week exclusive of unpaid meal periods which results in less than 1950 regularly scheduled hours annually.

2.6 Basic Pay

"Basic pay" means the rate of pay in each wage schedule.

2.7 Year

"One year" equals a maximum of 1950 hours worked.

2.8 Spouse

"Spouse" means an employee's married or common-law spouse.

2.9 Immediate Family

"Immediate family" means the spouse, parent, child, legal guardian, brother, sister, grandchild, grandparent, mother-in-law, father-in-law of an employee, and any person who lives with an employee as a member of the employee's family.

ARTICLE 3 - RECOGNITION OF THE UNION

3.1 Bargaining Agent or Recognition

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

3.2 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union or his/her designate.
- (b) The Union agrees that correspondence between the Union and the Employer related to matters covered in this Agreement shall be sent to the Chief Operating Officer.

3.3 No Other Agreement

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

3.4 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select four stewards and two alternates to represent employees. Every effort will be made to ensure that a minimum of one member who works in the Harrison Building and one member who works in the Emerald Building will be selected. To this end, calls for nominations will specify that a minimum of one position will be designated within each building. Should there be no nominees from either the Emerald Building or the Harrison Building the position may be filled with another member of the bargaining unit. The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or his/her alternate shall obtain the permission of the Director of Care or Manager of Care before leaving his/her work to perform his/her duties as a steward.

Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her Director of Care /Manager of Care.

Duties of the steward are:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (d) attending meetings as requested by management.

3.5 Bulletin Boards

The Employer shall provide one bulletin board in the Harrison building and one bulletin board in the Emerald building for the exclusive use of the Union, the sites to be determined by mutual agreement at the local level. The use of such bulletin boards shall be restricted to the business affairs of the Union.

3.6 Pins, Badges and Insignia

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

3.7 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this Agreement shall have the right to refuse to cross a legal 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 legal 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 Relations Code* and the *Essential Services Disputes Act* shall be authorized and permitted to cross a legal picket line.

3.8 Leave for Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted with seven days written notice for the purposes listed below. Such leave 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; or
 - (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;
 - (4) to employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee and to carry on negotiations with the Employer.
- (b) To facilitate the administration of Clause (a) when leave without pay is granted, the leave shall be given with basic pay 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 clause shall receive their current rate of pay while on leave of absence.

The Union agrees to reimburse the Employer within one month of receipt of billing from the Employer.

3.9 Membership Information

The Employer agrees to provide to the Union once a year, within the first week of January, a list of all union members, their current mailing address, job classifications, seniority, and employee status known to the Employer.

ARTICLE 4 - UNION SECURITY

Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not a member of the Union prior to the date of certification, shall have the option of applying for membership in the Union which membership they shall maintain. Employees hired after the date of certification are required to become members of the Union as a condition of employment.

Nothing in this Agreement shall be construed as requiring a person who was an employee prior to the certification date to become a member of the Union.

ARTICLE 5 - CHECK-OFF OF UNION DUES

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

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

(b) All deductions shall be remitted to the President of the Union not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide a list of names of those employees from whose wages such deductions have been made.

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

The Union will give reasonable notice to the Employer of any change in union dues, general assessments, fees, or other amounts levied in accordance with the Union Constitution and/or Bylaws which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

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

(e) 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). These shall be available to the employee not later than March 1st of the succeeding year.

ARTICLE 6 - 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 his/her steward. The Employer agrees that a shop steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for 15 minutes some time during the first 30 days of employment.

ARTICLE 7 - EMPLOYER'S RIGHTS

7.1 Rights Reserved

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

7.2 Employer Rules

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

ARTICLE 8 - EMPLOYER/UNION RELATIONS

8.1 Representation

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

8.2 Union Bargaining Committee

A union bargaining committee shall be elected and consist of a maximum of three representatives of the bargaining unit. Every effort will be made to ensure that a minimum of one member who works in the Harrison Building and one member who works in the Emerald Building will be selected. To this end, calls for nominations will specify that a minimum of one position will be designated within each building. Should there be no nominees from either the Emerald Building or the Harrison Building the position may be filled with another member of the bargaining unit.

Leave of absence to attend bargaining committee meetings and negotiation sessions shall be administered in accordance with Clause 3.8 (Leave for Union Business).

8.3 Union Representatives

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

8.4 Technical Information

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

ARTICLE 9 - GRIEVANCES

9.1 Grievance Recognition

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.

9.2 Step One

In the first step of the grievance procedure every effort shall be made to settle the dispute through open discussion between the employee and his/her immediate supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the shop steward, to Step Two of the grievance procedure.

A grievance shall not be submitted, or advanced to Step Two of the grievance procedure until the matter has been discussed by the employee and the Director of Care (the Harrison) or Manager of Care (the Emerald) in accordance with Step One of the grievance procedure.

9.3 Step Two

- (a) An employee who wishes to present a grievance at Step Two of the grievance procedure must do so not later than:
 - (1) 21 days after the date on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
 - (2) 21 days after the date on which he/she first became aware of the action or circumstances giving rise to the grievance.
- (b) Subject to (a) above, 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 Director of Care / Manager of Care through the shop steward.

The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

9.4 Time Limit to Reply at Step Two

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

9.5 Step Three

The President of the Union or his/her designate, may advance a grievance at Step Three within:

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

9.6 Time Limit to Reply at Step Three

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

9.7 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step Three and pursuant to Article 10 - Arbitration, the President or his/her designate may inform the Employer of his/her intention to submit the dispute to arbitration within:

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

9.8 Administrative Provisions

- (a) Grievances and replies at Step Three of the grievance procedure and notification to arbitrate shall be by Priority Post, facsimile or email.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.
- (c) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

9.9 Management Grievance

The Employer may initiate a grievance at Step Three of the grievance procedure by the Chief Operating Officer or his/her designate presenting the grievance to the President of the Union or the union area staff representative.

Failing satisfactory settlement at Step Three the Employer may inform the President or his/her designate of his/her intention to submit the dispute to arbitration within:

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

9.10 Time Limits

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

9.11 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union at Step Two, 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.

9.12 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 Chief Operating Officer or designate or the President of the Union within 14 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.

9.13 Dismissal or Suspension

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

ARTICLE 10 - ARBITRATION

10.1 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 9 - Grievances, notify the other party within 30 days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

10.2 Arbitrator

- (a) When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party of the Agreement within seven days:
- (b) The parties will refer the matter to a mutually agreed single arbitrator.

10.3 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 he/she 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.

10.4 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 he/she shall make every effort to do within seven days.

10.5 Expenses of Arbitration

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

10.6 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.

10.7 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;
- (c) as the process is intended to be informal, the parties agree that legal counsel will not be present;
- (d) the Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- (e) 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;
- (f) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (g) the parties shall equally share the costs of the fees and expenses of the Arbitrator;
- (h) the expedited Arbitrator, who shall act as a sole Arbitrator, shall be mutually agreed to by the parties.

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Burden of Proof

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

11.2 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

11.3 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance 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 his/her file, he/she shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's written request, any such document, other than employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been any further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

11.4 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 three places, one indicating that the appraisal meeting has taken place and the contents have been reviewed with the employee, which shall be signed at the time of the meeting; the second indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal. If the employee indicates that he/she disagrees with the appraisal he/she shall

submit a written explanation of the disagreement at the time of signing. The explanation shall be appended to the appraisal.

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

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

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

11.5 Personnel File

An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file, under the supervision of the Chief Operating Officer or designate, in the office in which the file is normally kept. Access to the file shall be not later than seven days after notice is received.

11.6 Right to Have Steward Present

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

Where a supervisor intends to interview a shop steward for disciplinary action, the steward shall have the right to consult with a staff representative of the Union and to have another shop steward or alternate present at any disciplinary action with supervisory personnel, providing that this does not result in an undue delay of the appropriate action being taken.

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

11.7 Employment Abandoned

Any employee who fails to report for work and does not notify his/her Director of Care / Manager of Care supervisor within two workdays, and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

ARTICLE 12 - SENIORITY

12.1 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) Statutory holidays;
- (2) Paid vacation;

- (3) Leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Section 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) Paid sick leave;
- (5) Union leave;
- (6) Pregnancy, parental and adoption leave;
- (7) Other approved paid leaves of absence.

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.

12.2 Seniority Lists

Seniority lists for all employees shall be posted within the first week of the months of January and July. The seniority lists shall include the name, job category, employment status 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 his/her designate. Such lists shall be open to correction for a period of 30 calendar days following the posting, after which the seniority list will be considered accurate.

12.3 Loss of Seniority

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

- (a) he/she is discharged and not reinstated through the grievance and/or arbitration process;
- (b) he/she voluntarily terminates his/her employment;
- (c) he/she is on layoff for more than 12 months;
- (d) he/she abandons his/her position in accordance with Clause 11.7 (Employment Abandoned);
- (e) he/she is on layoff and fails to report when recalled for work for an ongoing nature within seven calendar days after being notified of recall by registered mail from the Employer.

12.4 Same Service Seniority Date

Where seniority hours are equal, seniority will be determined by the date on the employee's hire letter. If the date on the hire letter is the same, seniority will be determined by the flip of a coin.

ARTICLE 13 - VACANCY POSTINGS

13.1 Postings

- (a) A posting shall be required for regular FT and PPT vacancies or new positions which are in excess of three calendar months and which the Employer is seeking to fill. A one-time increase of seven hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.

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

(b) The Employer agrees to post such vacancy or new job for a period of at least seven calendar days in advance of the selection. Applications must be received by the closing date and time specified on the posting in order to be considered by the Employer. Postings shall be open to all employees.

The posting shall contain the following information: title of the job, qualifications, nature of the position, building, unit and/or shift, present hours of work, and wage rate or range. All postings for positions within the bargaining unit shall also state "*this position is subject to union membership*".

(c) Vacancies of three months or less shall be filled in accordance with Appendix B - Procedure For Calling Employees For Casual Work.

(d) A copy of the job posting will be sent to the President of the Union or his/her designate.

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

(f) An employee granted a temporary position or transfer shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary position or transfer terminates.

13.2 Temporary Vacancies

(a) Vacancies of a temporary nature, which exceed or are expected to exceed three months shall be posted as per Clause 13.1 (Postings).

(b) Temporary vacancies shall not exceed 12 months without the agreement of the Union, or as specifically permitted in this Agreement.

13.3 Selection Criteria

The successful applicant will be determined on relevant qualifications, skills, experience and demonstrated actions consistent with the ECCS approach to care. Where two or more applicants are relatively equal, the one with the greater seniority will be selected.

Seniority shall be calculated at the end of the pay period immediately prior to the posting.

Internal applicants will be given priority over external applicants.

13.4 Probationary Period

It is understood that all new employees will be subject to a probationary period of 488 hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed.

13.5 Right to Grieve

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

ARTICLE 14 - 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 the affected building;

(b) A laid off or bumped employee may bump a less senior employee in the same building, provided the employee is qualified and able 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 Manager of Care or Director of Care.

(c) If the employee has no bumping rights or opts not to bump he/she shall have the right to be placed on the recall and casual lists.

(d) Employees on layoff shall be recalled by classification in order of seniority provided the employee is qualified and able to do the work available.

(e) In the event of a permanent layoff, notice and/or payment in lieu of notice will be given to an employee as follows:

(1) three consecutive months to less than 12 consecutive months of employment – one week notice and/or payment in lieu of notice;

(2) 12 consecutive months to three consecutive years of employment – two weeks notice and/or payment in lieu of notice; and

(3) one additional week of notice and/or payment in lieu of notice and for each subsequent completed year of employment up to a maximum of eight weeks' notice or payment in lieu thereof.

(f) the liability is deemed to be discharged if the employee:

(1) is given notice of termination as follows;

(i) one week notice after 3 consecutive months of employment;

(ii) two weeks notice after 12 consecutive months of employment;

(iii) three weeks notice after 3 consecutive years of employment plus one additional week for each additional year of employment, to a maximum of 8 weeks notice.

(2) is given a combination of written notice and payment in lieu of notice, or

(3) terminates employment, retires from employment, or is dismissed for just cause.

ARTICLE 15 - SCHEDULING AND HOURS OF WORK

15.1 Continuous Operation

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

15.2 Scheduling Provisions

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

(b) Except by agreement between the Employer and the employee, employees shall not be scheduled to work in excess of six consecutive shifts without receiving two consecutive days off, otherwise overtime shall be paid.

(c) There shall be no regularly scheduled split shifts except by mutual agreement between the Employer, employee and the Union.

- (d) An employee reporting for work at the call of the Employer shall be paid a minimum of two hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four hours' pay at his/her regular rate if he/she commences work.
- (e) If an employee does not arrive on time for his/her scheduled shift, and the Employer has called in a replacement worker who has arrived at the worksite the Employer may send the scheduled employee home without pay for a maximum of four hours.
- (f) Employees may exchange shifts with the approval of the Employer, provided that a minimum of 48 hours advance notice in writing is given and there is no increase in cost to the Employer. In extraordinary circumstances, the Director of Care/Manager of Care or their designate may approve shift exchanges with less than 48 hours' notice. Shift exchanges may only happen between two employees for a single shift. Approval for exchange of shifts shall not be unreasonably withheld.
- (g) If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the eight hour period.
- (h) Regular PPT employees working less than full-time hours may register for additional hours in accordance with Appendix B – Procedure for Filling Shifts.

15.3 Shift Differential

- (a) Employees working an evening shift shall be paid a shift differential of 75¢ per hour for the entire shift worked. Employees working a night shift shall be paid a shift differential of \$1.25 per hour for the entire shift worked.
- (b) In this clause, "*evening shift*" means any full shift in which the major portion occurs between 3:00 p.m. (1500 hours) and 11:00 p.m. (2300 hours); "*night shift*" means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).
- (c) Employees hired prior to (August 3, 2011) who are receiving shift differentials of \$1 per hour for evening shifts and \$1.50 per hour for night shifts shall continue to receive the higher rate.

15.4 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) An unpaid meal period of one-half hour will be scheduled as close as possible to the middle of each shift of five and one-half hours or more and may be taken away from the work area. If the employee wishes to leave the property, the direct supervisor must be notified and all ECCS property (keys, phones etc) is to remain on site.
- (c) An employee who has been designated by the Employer to be available for work during his/her meal period will receive pay for the meal period at straight-time rates.

15.5 Staff Meetings

Employees who are required to attend staff meetings shall be paid their appropriate rate of pay. When the meeting is voluntary, the employee has no obligation to attend.

ARTICLE 16 - OVERTIME

16.1 Definition of Overtime

- (a) "*Overtime*" means authorized work performed by an employee in excess of:

- (1) The Harrison:
 - (i) eight hours in a day; or
 - (ii) 40 hours in a week. (Sunday to Saturday)
 - (2) The Emerald:
 - (i) eight hours in a day; or
 - (ii) 45 hours in a week. (Sunday to Saturday)
- (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 twice the straight-time rate.

16.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Director of Care (Harrison Building) or his/her designate or the Manager of Care (Emerald Building) or his/her designate.

16.3 Right to Refuse Overtime

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

16.4 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half for the first four hours of overtime on a regularly scheduled workday;
- (b) double-time in excess of (a);
- (c) double-time for all hours worked on a day of rest, but employees shall not have the day off rescheduled;
- (d) Overtime shall be compensated in cash.

16.5 Rest Interval

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of his/her next regular shift. If eight clear hours are not provided, overtime rates shall apply to the hours by which the time off fell short of eight clear hours.

16.6 Shift Exchanges

In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts in accordance with Clause 15.2 (Scheduling Provisions) (f).

16.7 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half hours overtime following his/her scheduled hours of work shall be provided with a meal at the Employer's expense. If no meal is available on site, the employee shall be reimbursed up to \$10, with a receipt.

ARTICLE 17 - STATUTORY HOLIDAYS

17.1 Statutory Holidays

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

New Year's Day	Easter Monday
Queen's Birthday	Canada Day
Thanksgiving Day	Labour Day
Good Friday	Remembrance Day
BC Day	Christmas Day

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

17.2 Scheduling of Statutory Holidays

(a) *Emerald*

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

(b) *Harrison*

(1) FT and PPT LPNs, RNs, and Residential Care Aides will be paid 3.8% of gross earnings in lieu of statutory holidays on each pay cheque.

(2) FT and PPT Wellness Assistants and Receptionist/Scheduler/Administration will receive scheduled statutory holidays in the same manner as (a), above.

17.3 Holiday Falling on a Scheduled Workday

In addition to Clause 17.2 (Scheduling of Statutory Holidays), an employee who works on any of the above noted holidays, except Christmas Day shall be compensated at the rate of time and one-half for all hours worked. Employees who are required to work on Christmas Day shall be paid at double-time for all hours worked.

17.4 Holiday Coinciding With a Day of Vacation

Where a FT or PPT employee is on vacation with pay, and the statutory holiday assigned within the employee's schedule in accordance with Clause 17.2 (Scheduling of Statutory Holidays) falls within that period, the assigned statutory holiday shall not count as a day of vacation.

17.5 Christmas or New Year's Day Off

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

17.6 Statutory Holiday Pay

Payment for paid holidays will be made at an employee's basic pay.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Entitlement

- (a) The vacation year will be January to December. An employee’s first vacation year shall be the calendar year in which his/her first anniversary falls.
- (b) Vacation will be taken on an earn and take basis.
- (c) New employees who have not completed a full year of employment prior to the commencement of the vacation year will receive vacation on a pro rata basis.
- (d) Effective January 1, 2011 employees with one or more years of continuous service shall have earned the following vacation with pay:

1st to 4th years	15 days
5th to 10th years.....	20 days
11th year and over.....	one additional day per year to a maximum of 25 days

- (e) Regular permanent part-time employees will be entitled to annual vacation on a pro rata basis.
- (f) An employee shall not receive pay in lieu of vacation time, except upon retirement or termination.
- (g) Vacation pay is paid at the employee’s current rate of pay.
- (h) Notwithstanding (b) above, employees on staff as of September 1, 2010 who have accessed their vacation entitlement on an earn and take same year basis shall be entitled to continue to do so.

18.2 Vacation Earnings for Partial Year

Where employment is terminated, FT and PPT employees shall be granted earned and unused vacation pay owing at time of resignation.

18.3 Vacation Carryover

A FT or PPT employee may carry over up to five days vacation leave per year which must be taken the following calendar year. Employees planning to carry over vacation leave shall notify the HR Administrator, in writing, not later than October 1st of each vacation year.

All vacation time not scheduled or designated for carryover by three months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

A single vacation period, which overlaps the end of a vacation year, shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.4 Callback

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all reasonable expenses incurred thereby by himself/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts to the Employer.

- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation time.

18.5 Work in Higher Rated Position

If an employee works in a higher paid position for a portion of the year, the employee's vacation pay shall accrue based on the rate of pay for all hours worked in each position.

18.6 Vacation Scheduling

Scheduling of vacations shall be by classification within a building in accordance with seniority. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

18.7 Priority for Vacation

Vacation requests will be given priority over requests for unpaid leave of absence. It is also understood that there is no obligation for the Employer to approve unpaid leave of absence to be combined with an employee's vacation.

18.8 Vacation Schedules

- (a) Employees shall submit their vacation requests to their supervisor on or before:
- (1) November 1st for the period January 1st through April 30th and
 - (2) March 1st for the period May 1st through December 31st.

The Employer shall respond to employee vacation requests in writing within 14 days of the dates outlined above.

- (b) An employee who does not exercise his/her 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.

18.9 Vacation Pay

An employee's wages will continue to be deposited in the normal manner via direct deposit during their vacation.

18.10 Vacation Credits Upon Death

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

18.11 Reinstatement of Vacation Days - Sick Leave

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

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Entitlement

- (a) Regular FT and PT employees who have completed the probationary period shall accrue sick leave at the rate of one day per month (12 per year). Sick leave is cumulative to a maximum of 300 hours.
- (b) A FT or PT employee must apply for sick leave pay, in accordance with the Employer's procedures, to cover periods of actual time lost from work owing to sickness or accident. Sick leave pay shall be computed on the basis of regularly scheduled hours lost to illness. Sick leave will be paid up to the value of the employee's sick pool.
- (c) The Employer may require a doctor's note on the third day of illness.
- (d) Where it appears that an employee's sick leave utilization is excessive the employee may be required to submit additional medical documentation.

19.2 Employee to Inform

- (a) The employee shall advise the supervisor or designated person in charge a minimum of two hours prior to an 0700 scheduled shift and a minimum of four hours prior to all other scheduled shifts of her/his inability to report to work because of illness or injury, the nature of the illness or injury, and the probable date of her/his return to work.
- (b) Employees who are absent from work because of sickness 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.
- (c) Employees who have been absent from work due to illness or injury must provide sufficient notice to the Employer prior to their return to work.
- (d) The Manager of Care or designate or the Director of Care or designate may require a Certificate of Fitness (Appendix 5) prior to the employee resuming work.

19.3 Probationary Period

During the probationary period, an employee does not accrue sick leave.

19.4 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 his/her 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.

19.5 Sick Leave Credits

The Employer shall advise employees of their accumulated sick leave credits on each pay stub.

ARTICLE 20 - WORKERS COMPENSATION

20.1 Sick Leave/Workers Compensation

Sick leave shall be paid for 1 day or less not covered by the *Workers Compensation Act*.

20.2 Transportation

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

20.3 Benefits While on Compensation

FT and PPT 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 12.1 (Seniority Defined) shall continue to accrue.
- (b) Where the Workers' Compensation Board denies an employee's claim (and/or appeal, if applicable), the employee shall reimburse the Employer for any health and welfare premiums paid by the Employer in accordance with Clause 21.4 (Unpaid Leave) (c).

20.4 Employee to Contact Employer

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 Certificate of Fitness (Appendix 5) certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

ARTICLE 21 - SPECIAL AND OTHER LEAVES

21.1 Bereavement Leave

- (a) Bereavement leave of absence with pay for up to three consecutive workdays will be granted by the Employer upon request by a regular FT or PPT employee in the event of the death of an immediate family member.
- (b) Upon approval from the Director of Care or Manager of Care, up to two additional days without pay will be granted to FT or PPT employees for travelling time.
- (c) Such bereavement leave shall be granted to FT or PPT employees who are on other paid leaves of absence, including sick leave and annual vacations. When bereavement leave of absence is granted, any concurrent paid leave credits used shall be restored. Bereavement leave of absence with pay shall not apply when the employee is on an unpaid leave of absence.
- (d) In the event of the death of an employee's foster parent, stepbrother, stepsister, son-in-law, daughter-in-law, brother-in-law or sister-in-law the Employer shall grant unpaid leave of up to three days upon request by the employee.

21.2 Compassionate Care Leave

- (a) An employee will be granted a compassionate care leave of absence in accordance with the *Employment Standards Act* without pay for up to eight weeks to care for a gravely ill family member. In

order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 weeks.

(b) A regular employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

(1) The eligible employee's BC medical, dental plan, extended health plan and group life insurance benefits coverage will continue for the duration of the compassionate care leave, to a maximum of eight weeks, provided the employee continues to pay his/her share of the premiums.

(2) Compassionate care leave, up to a maximum of eight weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.

(3) An employee who owns a regular position and returns to work following a leave granted under this provision shall be returned to the regular position providing the position still exists.

21.3 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.

21.4 Unpaid Leave

(a) A FT or PPT employee may request unpaid leave of absence. Requests for such leave of absence will be made in writing, addressed to their immediate Director of Care or Manager of Care. Reasonable notice of at least 14 days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld.

(b) A FT or PPT employee who has been granted leave of absence and who wishes to extend their absence must obtain permission from the Director of Care or the Manager of Care.

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

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

(e) Upon return from an approved unpaid leave of absence, the employee will be placed in his/her former position, or if the former position no longer exists, in an equivalent position.

(f) Notwithstanding (d) above, upon mutual agreement between the employee and Employer an employee may return to an equivalent position. Such agreement shall be in writing and reached prior to the commencement of the leave.

21.5 Education Leave

(a) An employee shall be granted leave without loss of pay to take courses at the written request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course-required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

- (b) When an employee goes on approved education leave, upon completion of the leave he/she will return to his/her former position or if the former position no longer exists, in an equivalent position.
- (c) Educational courses required to maintain professional certification and competencies shall not be paid for by the Employer.

21.6 Jury Duty and Leave for Court Appearances

- (a) 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 unpaid leave of absence equal to the length of the court duty.
- (b) A regular employee who is granted leave of absence under Clause 21.6 (Jury Duty and Leave for Court Appearances) (a) shall be entitled to the benefits as follows:
 - (1) The eligible employee's BC medical, dental plan, extended health plan and group life insurance benefits coverage will continue for the duration of the leave for jury duty or court appearance, provided the employee continues to pay his or her cost of the plan.
 - (2) Leave granted under this provision shall be treated as continuous employment for the purposes of seniority accrual under this Agreement
 - (3) An employee who owns a regular position and returns to work following a leave granted under this provision shall be returned to the regular position providing the position still exists.
 - (4) Clause 21.4 (Unpaid Leave) will not apply to leave granted under 21.6 (Jury Duty and Leave for Court Appearances) (a).
- (c) An employee required to attend court as a plaintiff or defendant will not be paid by the Employer unless the employee is attending on behalf of Elim Christian Care Society.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

ARTICLE 22 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

22.1 Pregnancy Leave

- (a) A pregnant employee is entitled to pregnancy leave of up to 17 weeks of unpaid leave.
- (b) An employee shall notify the Employer in writing of the expected birth date. Such notice will be given at least 11 weeks prior to the expected birth.
- (c) The period of pregnancy leave shall commence six weeks prior to the expected birth date. The commencement of unpaid leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- (d) For the first 20 days of such leave, the employee will be entitled to the benefits applicable to other unpaid leaves of absence. For the balance of the unpaid leave the employee shall be entitled to the pregnancy/parental/adoption leave benefits set out in the *Employment Standards Act*.

22.2 Parental and Adoption Leave

Upon written request of at least four weeks prior to commencement date, parental leave or adoption leave under this clause shall be granted as follows:

- (a) For a birth mother who takes leave under Clause 22.1 (Pregnancy Leave) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive

weeks of unpaid leave beginning immediately after the end of the leave taken under Clause 22.1 (Pregnancy Leave) unless the Employer and the employee agree otherwise.

(b) For a birth mother who does not take leave under Clause 22.1 (Pregnancy Leave) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event.

(c) For a birth father, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the birth of the child.

(d) For an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.

(e) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 37 weeks of unpaid leave.

(f) An employee's combined entitlement to leave under Article 22 - Pregnancy, Parental and Adoption Leave is limited to 52 weeks plus any additional leave the employee is entitled to under Clause 22.3 (Extension of Leaves) and (g) below.

(g) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the leave taken under (a), (b), (c) or (d) above.

22.3 Extension of Leaves

Employees who are entitled to pregnancy, parental or adoption leave shall be entitled to an extended unpaid leave of up to an additional six months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four weeks prior to the expiration of leave taken.

22.4 Benefit Plan

If an employee maintains coverage for benefits while on pregnancy leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of 17 weeks and for an employee on parental leave, a maximum of 37 weeks. It is understood that the Employer will pay their share of the premiums for a combined maximum of 52 weeks for an employee who takes both pregnancy and parental leave.

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

22.5 Sick Leave

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

22.6 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 22.1 (Pregnancy Leave), 22.2 (Parental and Adoption) Leave and 22.3 (Extension of Leaves) commenced if he/she does not return to work.

22.7 Entitlements Upon Return to Work

(a) Vacation entitlement shall continue to accrue while an employee is on leave pursuant to Clause 22.1 (Pregnancy Leave), 22.2 (Parental and Adoption Leave) and 22.3 (Extension of Leaves) providing the employees returns to work for a period of not less than six months. Vacation earned pursuant to this clause may be carried over to the following year. Vacation time and pay shall be prorated based on hours worked during the calendar year.

(b) An employee who returns to work after the expiration of pregnancy, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(c) On return from pregnancy, parental, adoption or extension to such leaves, an employee shall be placed in the employee's former position or if the former position no longer exists, in an equivalent position.

ARTICLE 23 - SAFETY AND HEALTH

23.1 Occupational Health and Safety Committee

An Occupational Health and Safety (OHS) Committee shall be established. Unless otherwise mutually agreed, the Committee shall be composed of:

- (a) four representatives appointed by the Employer; and
- (b) four representatives or their alternate(s) as appointed by the Union. The Union will make every effort to appoint at least one representative from each worksite.

23.2 OHS Committee Responsibilities

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

23.3 Right to Refuse Unsafe Conditions

No employee shall be disciplined for refusal to work on a job which he/she believes is unsafe until a Workers' Compensation Board Inspector rules it safe.

23.4 Payment to Attend Meetings

Members of the OHS Committee who attend OHS Committee meetings outside normal working hours shall be paid at straight-time rates for all time spent attending the meetings. No overtime pay shall be incurred as a result of attending OHS meetings.

23.5 Investigation of Accidents and Injuries

The OHS Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the OHS Committee. Incidents will be jointly investigated, by one representative of the Union and one employer representative who will report to the Union and the Employer on the nature and cause of the accident or injury. Where the OHS Committee makes a report, the OHS Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board.

In the event of a fatality, the Employer shall immediately notify the President of the Union or his/her designate.

ARTICLE 24 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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.

ARTICLE 25 - HEALTH AND WELFARE PLANS**25.1 Medical Plan**

Eligible employees shall be covered by the British Columbia Medical Services Plan at a single, family or couple rate if applicable.

25.2 Dental Plan

Eligible employees and their dependants shall be provided with a Dental Plan. See Appendix C for details of the plan.

25.3 Group Life Insurance and Accidental Death and Injury Plan

Eligible employees shall be provided with a group life insurance and Accidental Death and Injury plan. See Appendix C for details of the plans.

25.4 Extended Health Plan

Eligible employees and their dependants shall be provided with an Extended Health Plan. See Appendix C for details of the plan.

25.5 Employee Assistance Program

The Employer shall supply an employee assistance program for all eligible employee and their families.

25.6 Commencement of Coverage

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 on the first day of the calendar month immediately following the completion of the employee's probationary period (488 hours worked).

25.7 Change of Carrier

Should the Employer seek to change carriers/provider during the term of the Collective Agreement, benefits and benefit levels shall remain the same or better.

25.8 RRSP

The Employer will provide an RRSP plan to all regular employees with a minimum mandatory employee contribution of one percent of annual earnings and will match an employee's contributions up to two percent of annual earnings. Employees may make additional voluntary contributions for themselves or their spouse up to the maximum allowed by the Canada Revenue Agency.

Casual employees may opt to join the RRSP but will not be eligible for the Employer contributions.

ARTICLE 26 - WORK CLOTHING AND RELATED SUPPLIES

- (a) The Employer will supply suitable rubber gloves and aprons or other protective clothing to employees required by the Employer to wear same.
- (b) The Employer shall supply and maintain uniforms for employees who are required to wear same.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**27.1 Payment of Wages and Allowances**

- (a) Employees shall be paid biweekly on Friday by direct deposit.
- (b) The distribution of pay stubs shall be on payday.
- (c) The Employer shall provide for the direct deposit of the employee's pay to the participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday.
- (d) The pay stub shall show hours paid, year to date hours paid, and vacation dollar bank.

27.2 Pay on Temporary Assignment

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

27.3 Staff Meal Program

Staff meals shall be provided to employees who submit requests on the applicable Meal Sign Up Sheet. The Employer shall pay 50% of cost of the meal. The employee portion of the cost of the meals will be deducted from each paycheque.

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

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

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

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

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

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

ARTICLE 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 his/her duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action.

29.2 Employer Property

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

29.3 Copies of Agreement

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Union shall print and distribute sufficient copies of the Agreement in an agreed upon format to the stewards for distribution to employees on staff.
- (b) The cost of the printed Agreement shall be shared equally between the Employer and the Union.

29.4 Volunteers and Bargaining Unit Work

It is agreed that volunteers have a role to fill in the operation of The Emerald assisted living building and The Harrison residential care building 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.

29.5 Practicum Students

Practicum students will be supernumerary to existing staffing levels and shall not be scheduled to replace bargaining unit employees.

29.6 Joint Labour/Management Committee

- (a) The parties agree to establish a Joint Committee composed of:
 - (1) four representatives appointed by the Employer; and
 - (2) four representatives or their alternate(s) as appointed by the Union. The Union will make every effort to appoint at least one representative from each building.
- (b) The Joint Committee shall meet at least twice per year 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.
- (f) Minutes of Joint Committee meetings shall be transcribed by the Employer, distributed to committee members and shall be posted on all union bulletin boards.

29.7 Workload

- (a) The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s).
- (b) Employees may refer safety-related workload concerns to the Occupational Health and Safety Committee for investigation under Article 23 - Safety and Health for review and recommendations.
- (c) Employees may refer workload issues that are not safety related to the Labour Management Committee for review and recommendations.

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. Subject to the eligibility requirements under the Health and Welfare benefits plans, the terms of the Collective Agreement shall apply to employees who are over the age of 65.

29.9 Employee's Notice of Resignation

All employees are required to provide the Employer with 14 calendar days' notice of resignation.

29.10 Employee Contact Information

All employees are required to provide the Employer with current contact information in writing including home address and mailing address and contact phone number. Employees are also required to provide in writing to the Employer any changes to their contact information as it occurs.

ARTICLE 30 - CASUAL EMPLOYEES

30.1 Casual Employees

A casual employee is one who is employed for work that is not of a continuous nature, including coverage for paid or unpaid leave, to cover the absence of regular FT or PPT employees or for temporary workload situations.

30.2 Application of Agreement

- (a) Casual employees are covered by the following provisions of the Collective Agreement:
 - (1) Article 1 - Purpose of Agreement;
 - (2) Article 2 - Definitions;

- (3) Article 3 - Recognition of the Union;
 - (4) Article 4 - Union Security;
 - (5) Article 5 – Check-off of Union Dues;
 - (6) Article 6 - Employer and Union Shall Acquaint New Employees;
 - (7) Article 7 - Employer's Rights;
 - (8) Article 8 - Employer/Union Relations;
 - (9) Article 9 - Grievances;
 - (10) Article 10 - Arbitration;
 - (11) Article 11 - Dismissal, Suspension and Discipline;
 - (12) Article 12 – Seniority;
 - (13) Article 13 - Vacancy Posting except Clause 13.4 (Probationary Period);
 - (14) Article 15 - Scheduling and Hours of Work except Clause 15.2 (Scheduling Provisions) (a)(e)(g);
 - (15) Article 16 - Overtime except Clause 16.4 (Overtime Compensation) (c) and 16.6 (Shift Exchanges);
 - (16) Article 23 - Safety and Health;
 - (17) Article 24 - Technological, Automation and Other Changes;
 - (18) Article 26 - Work Clothing and Related Supplies
 - (19) Article 27 - Payment of Wages and Allowances except Clause 27.2 (Pay on Temporary Assignment);
 - (20) Article 28 - Notice of New and Changed Positions;
 - (21) Article 29 - General Conditions;
 - (22) Article 30 - Casual Employees;
 - (23) Article 31 - Harassment;
 - (24) Article 32 - Term of Agreement;
 - (25) Appendix A - Wage Schedule;
 - (26) Appendix B - Procedure for Filling Shifts;
 - (27) Appendix D - Certificate of Employee Fitness - Elim Christian Care Society; and
 - (27) Memorandum of Agreement #1- Re Excluded Positions
 - (29) Memorandum of Agreement #2- Re Contracting Out
- (b) Casual employees shall be paid in accordance with the job category in which they are employed.
- (c) A casual employee may be reclassified as a FT or PPT employee only by successfully bidding into a permanent vacancy in respect of which there is no present incumbent.

30.3 Statutory Holidays for Casual Employees

- (a) Casual employees who work on a proclaimed statutory holiday shall be paid as follows:
 - (1) Time-and one-half for all hours worked on:

New Year's Day	BC Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day

Canada Day
Good Friday

Labour Day

(2) Double-time for all hours worked on:

Christmas Day

(b) Casual employees who have worked at least 15 of the previous days leading up to a statutory holiday will receive an average day's pay for the statutory holiday.

30.4 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.

30.5 Casual Employee Probationary Period

Casual employees shall serve a probationary period of 488 hours of work. During the probationary period, casual employees may be terminated for unsatisfactory service.

30.6 Casual Employee Vacation

Casual employees shall receive four percent for vacation pay on each paycheque.

ARTICLE 31 - HARASSMENT

31.1 Preamble

Elim Christian Care Society (ECCS), in cooperation with the Union, is committed to a healthy, harassment free work environment for all of our employees. The parties agree to foster and promote such an environment. As such ECCS has developed and the parties have agreed to the following policy clauses intended to prevent harassment of any type, including sexual harassment, of its employees and to deal quickly and effectively with any incident.

It is the responsibility of all executives, directors, managers, or any person within ECCS supervising one or more employees to take immediate and appropriate action to report or deal with incidents of harassment of any type whether brought to their attention or personally observed. Under no circumstances should a legitimate complaint be dismissed or downplayed nor should the complainant be told to deal with it personally.

31.2 Sexual Harassment

Sexual harassment means engaging in comment or conduct of a sexual nature which is known or ought reasonably to be known to be unwelcome. It includes but is not limited to:

- (a) sexual solicitations, advances, remarks, suggestive comments and gestures.
- (b) the inappropriate display of sexually suggestive pictures, posters, objects or graffiti.
- (c) physical contact of a sexual nature (including sexual assault under the *Criminal Code*).

Complaints of sexual harassment will be investigated in accordance with Clause 31.4 (Harassment Complaint Procedure) of this Agreement.

31.3 Personal Harassment

Personal harassment is any form of personal comment or conduct that is known to be, or should be reasonably known to be inappropriate. This may include, but is not limited to remarks, jokes, and innuendoes, taunting, sexually oriented conduct and requests, comments, gestures, or materials that are considered offensive, threatening, degrading or coercive which serve no legitimate work-related purpose and create a hostile, intimidating, or offensive environment which is counteractive to the accomplishment of Elim's mission.

Elim Christian Care Society also will not tolerate the display of sexually suggestive pictures, racist or offensive signs or images; practical jokes that result in awkwardness or embarrassment; unwelcome invitations or requests, whether indirect or explicit.

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

31.4 Harassment Complaint Procedure

An employee who wishes to pursue a concern arising from an alleged harassment must submit a complaint in writing within three months of the latest alleged occurrence. For complaints under either Clause 31.2 (Sexual Harassment) or Clause 31.3 (Personal Harassment) the following process will be used:

- (a) If you are being harassed:
 - (1) Tell the harasser his/her behaviour is unwelcome and ask him/her to stop.
 - (2) Keep a record of incidents (date, times, locations, possible witnesses, what happened, your response). You do not have to have a record of events in order to file a complaint, but a record can strengthen your case and help you remember details over time.
 - (3) File a complaint. If, after asking the harasser to stop his/her behaviour, the harassment continues, report the problem to one of the following individuals:
 - (i) Chief Operating Officer
 - (ii) Director of Care / Manager of Care
 - (iii) Immediate Supervisor
 - (iv) Union Representative
- (b) Where the allegation was presented through the Employer, the Chief Operating Officer shall, upon request from the complainant, notify the Union of the complaint in writing within five calendar days of receiving the complaint. Where the allegation was presented through the Union, the staff representative shall notify the Employer of the complaint within five calendar days and shall provide a copy of the complaint to the Employer's representative.
- (c) Once a complaint is received, it will be kept strictly confidential. An investigation will be undertaken immediately and all necessary steps taken to resolve the problem. If appropriate, action taken may include conciliation. If a complaint is filed through the Union as a grievance, a meeting will be held with the union representative before and within seven days after the investigation to advise the Union of the outcome of the investigation and what action, if any, was taken. Timelines with respect to the grievance procedure will be placed in abeyance pending the outcome of the investigation. Where either the complainant or the respondent, in conjunction with the Union, is dissatisfied with the Employer's response, the matter may be referred to an adjudicator. The parties will agree on a single adjudicator. Where the parties are unable to agree on a single adjudicator, one will be appointed in accordance with the provisions of the *Labour Relations Code*.

- (d) Both the complainant and the alleged harasser will be interviewed, as will any individuals who may be able to provide relevant information. An employee interviewed as part of the investigation into a complaint of harassment will be entitled to have his/her shop steward present during the interview. All information will be kept in confidence.
- (e) If the investigation reveals evidence to support the complaint of harassment, the harasser will be disciplined appropriately. Discipline may include suspension or dismissal, and the incident will be documented in the harasser's file. No documentation will be placed on the complainant's file where the complaint is filed in good faith, whether the complaint is upheld or not.
- (f) If the investigation fails to find evidence to support the complaint, there will be no documentation concerning the complaint placed in the file of the alleged harasser.
- (g) Regardless of the outcome of a harassment complaint made in good faith, the employee lodging the complaint, as well as anyone providing information, will be protected from any form of retaliation by either co-workers or superiors. This includes dismissal, demotion, unwanted transfer, denial of opportunities within ECCS or harassment of an individual as a result of her/his having made a complaint or having provided evidence regarding the complaint.
- (h) Allegations of harassment made in bad faith will result in appropriate discipline. Discipline may include suspension or dismissal, and the incident will be documented on the complainant's file.

ARTICLE 32 - TERM OF AGREEMENT

32.1 Duration

This Agreement shall be binding and remain in effect until midnight March 31, 2014.

32.2 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 his/her membership or activity in the Union. In addition, the parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

32.3 Notice to Bargain

This Agreement may be opened to collective bargaining by either party giving written notice to the other party on or after December 1, 2013, but in any event, no later than midnight on December 31, 2013.

Where no notice is given by either party prior to December 31, 2013, both parties shall be deemed to have been given notice under this clause on December 31, 2013.

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 Chief Operating Officer or designate.

32.4 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.

32.5 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.

32.6 Effective Date of Agreement

The provisions of this Agreement shall come into full force and effect on August 3, 2011.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Darryl Walker, President

Ron Pike, Chief Operating Officer

Kim Keefer, Bargaining Committee Chair

Peter Kafka, Consultant

Erlinda Bailio, Bargaining Committee

Poonam Grewal, Bargaining Committee

Aida Canonigo, Bargaining Committee

Maria Eising, Bargaining Committee

Deb Wilson, Staff Representative

Dated this _____ day of _____, 20_____.

APPENDIX A
Wage Schedule

Position		Effective 3-Aug-11 1.85%	Effective 1-Apr-12 1.50%	Effective 1-Apr-13 1.75%
Clinical Care Leader	<i>Start</i>	\$32.90	\$33.39	\$33.97
	<i>Step 2 (488 – 1950 hours)</i>	\$33.74	\$34.24	\$34.84
	<i>Step 3 (1951 – 3900 hours)</i>	\$34.60	\$35.12	\$35.74
	<i>Step 4 (3901 – 5850 hours)</i>	\$35.49	\$36.02	\$36.65
	<i>Step 5 (5851+ hours)</i>	\$36.40	\$36.95	\$37.59
RN	<i>Start</i>	\$29.83	\$30.28	\$30.81
	<i>Step 2 (488 - 1950 hours)</i>	\$30.60	\$31.05	\$31.60
	<i>Step 3 (1951 - 3900 hours)</i>	\$31.38	\$31.85	\$32.41
	<i>Step 4 (3901 - 5850 hours)</i>	\$32.18	\$32.67	\$33.24
	<i>Step 5 (5851+ hours)</i>	\$33.01	\$33.50	\$34.09
LPN Supervisor	<i>Start</i>	\$22.59	\$22.93	\$23.33
	<i>Step 2 (488 – 1950 hours)</i>	\$23.17	\$23.52	\$23.93
	<i>Step 3 (1951 – 3900 hours)</i>	\$23.76	\$24.12	\$24.54
	<i>Step 4 (3901 – 5850 hours)</i>	\$24.37	\$24.74	\$25.17
	<i>Step 5 (5851+ hours)</i>	\$24.99	\$25.37	\$25.81
LPN	<i>Start</i>	\$22.23	\$22.56	\$22.96
	<i>Step 2 (488- 1950 hours)</i>	\$22.80	\$23.14	\$23.54
	<i>Step 3 (1951 - 3900 hours)</i>	\$23.38	\$23.73	\$24.15
	<i>Step 4 (3901 - 5850 hours)</i>	\$23.98	\$24.34	\$24.77
	<i>Step 5 (5851+ hours)</i>	\$24.60	\$24.97	\$25.40
ALW	<i>Start</i>	\$16.88	\$17.13	\$17.43
	<i>Step 2 (488- 1950 hours)</i>	\$17.31	\$17.57	\$17.88
	<i>Step 3 (1951 - 3900 hours)</i>	\$17.76	\$18.02	\$18.34
	<i>Step 4 (3901 - 5850 hours)</i>	\$18.21	\$18.49	\$18.81
	<i>Step 5 (5851+ hours)</i>	\$18.68	\$18.96	\$19.29
RCA	<i>Start</i>	\$17.40	\$17.66	\$17.97
	<i>Step 2 (488- 1950 hours)</i>	\$17.84	\$18.11	\$18.43
	<i>Step 3 (1951 - 3900 hours)</i>	\$18.30	\$18.57	\$18.90
	<i>Step 4 (3901 - 5850 hours)</i>	\$18.77	\$19.05	\$19.38
	<i>Step 5 (5851+ hours)</i>	\$19.25	\$19.54	\$19.88
Rec Assistant	<i>Start</i>	\$16.88	\$17.13	\$17.43
	<i>Step 2 (488- 1950 hours)</i>	\$17.31	\$17.57	\$17.88
	<i>Step 3 (1951 - 3900 hours)</i>	\$17.76	\$18.02	\$18.34
	<i>Step 4 (3901 - 5850 hours)</i>	\$18.21	\$18.49	\$18.81
	<i>Step 5 (5851+ hours)</i>	\$18.68	\$18.96	\$19.29
Wellness Asst.	<i>Start</i>	\$17.40	\$17.66	\$17.97
	<i>Step 2 (488- 1950 hours)</i>	\$17.84	\$18.11	\$18.43
	<i>Step 3 (1951 - 3900 hours)</i>	\$18.30	\$18.57	\$18.90
	<i>Step 4 (3901 - 5850 hours)</i>	\$18.77	\$19.05	\$19.38
	<i>Step 5 (5851 -+ hours)</i>	\$19.25	\$19.54	\$19.88

Position		Effective 3-Aug-11 1.85%	Effective 1-Apr-12 1.50%	Effective 1-Apr-13 1.75%
Reception	Start:	\$13.81	\$14.01	\$14.26
	Step 2 (488- 1950 hours):	\$14.16	\$14.37	\$14.62
	Step 3 (1951 - 3900 hours):	\$14.52	\$14.74	\$15.00
	Step 4 (3901 - 5850 hours):	\$14.90	\$15.12	\$15.38
	Step 5 (5851+ hours):	\$15.28	\$15.51	\$15.78
Reception/Admin/Scheduling	Start:	\$16.57	\$16.82	\$17.11
	Step 2 (488- 1950 hours):	\$16.99	\$17.25	\$17.55
	Step 3 (1951 - 3900 hours):	\$17.43	\$17.69	\$18.00
	Step 4 (3901 - 5850 hours):	\$17.87	\$18.14	\$18.46
	Step 5 (5851+ hours):	\$18.33	\$18.61	\$18.93

Effective August 3, 2011:

- Regular employees paid above the grid will be red circled until Step 5 meets or exceeds their rate of pay.
- Regular employees at the top rate of pay on the grid will be placed at Step 5 regardless of their seniority and will receive all increases
- Regular employees below Step 5 will be placed on the grid at the next higher step based on their hours of work
- Regular employees who move to casual status will be paid at the casual rate of pay

Casuals – will be paid at the first 2 steps of the grid only.

- If a casual posts into a regular position they will be placed on the grid in accordance with their seniority.
- Casual employees being paid at rates above Step 2 on the wage grid will be red circled until the Step 2 rate on the grid meets or exceeds their rate of pay.

**APPENDIX B
Procedure For Filling Shifts**

All regular and casual employees shall be called in order of seniority. Employees shall provide the Employer with one telephone number that the Employer shall use for the purposes of filling shifts.

The call-in log shall be the Comvida electronic scheduling management system. In the event of a dispute, the Employer shall provide the Union with a print out of the call in log covering the relevant dates.

Call Order

- Qualified regular and casual employees shall be called for available work in order of their seniority and availability, except that the Employer may first offer regular employees the opportunity to extend a partial shift to a full shift.
- Absences of more than five days, and up to 60 days, for reasons such as, but not limited to, the following: illness, vacation, injury, union business, or a combination thereof, shall be filled on a full block basis by the most senior person who is available as per the Call Order above. If the full block cannot be filled as above, the block may be split. If a regular employee accepts the block, the shifts of that employee will go to the senior available casual employee.

- (c) An employee shall be entitled to register for work in any job classification which he/she has the qualifications to perform. It is understood that if an employee registers for and accepts work in a higher or lower paid classification they shall receive the applicable rate of pay for the classification and shift they are filling.
- (d) Employees will submit their availability by the 1st of the month for the following month (May 1st for June). Anyone who does not submit such may not be called in for casual work in that month.
- (e) Casual employees have the right to decline or refuse one shift per month as stated on their submitted availability forms after which the Employer is not obligated to call them for the remainder of that particular month. Employees may submit revised availability in writing during the month.
- (f) Casual employees who accept shifts shall have the same obligation to report for work as regular employees.
- (g) Casual employees must be available for a minimum of four shifts per month. If a casual employee has not accepted work for a period of nine months they shall lose their seniority and be placed at the bottom of the call in list. In the event a casual employee does not submit availability for a period of six months they shall be deemed to have resigned.

**APPENDIX C
Health and Welfare Benefit Plans**

All regular employees who work 20 hours per week or more are eligible to participate in the Health and Welfare Plans. Dependent children are eligible from birth to age 21, or to age 25 if in full-time attendance at a post secondary institution.

(a) Life Insurance:

Benefit Amount:\$50,000
 Benefit Reduction:Benefit amount reduces by 50% at age 65
 Benefit Termination:Benefits terminate at age 70 or earlier retirement
 Premiums: 100% employee paid

(b) Accidental Death & Injury Coverage:

Benefit Amount:\$50,000
 Benefit Reduction:Benefit amount reduces by 50% at age 65
 Benefit Termination:Benefits terminate at age 70 or earlier retirement
 Premiums: 100% employee paid

(c) Dependant Life Insurance:

Benefit Amount
 Spouse:\$5,000
 Child:\$2,500
 Termination Age:Benefits terminate at age 70 or earlier retirement
 Premiums: 100% employee paid

(d) Extended Health:

Dual Coverageincludes dependants
 Annual Deductible:

Single:.....\$25
 Family:\$50
 Prescription Drugs: 80%
 Paramedical Practitioners: 80% / \$500 maximum reimbursement per year each
 Acupuncturist
 Chiropractor
 Massage Therapist
 Physiotherapist
 Psychologist
 Speech Therapist
 Podiatrist
 Naturopath

Eye exams one exam every two years 80% / maximum reimbursement \$75
 Hearing Aids 80% / maximum reimbursement \$500 every four years per person
 Employee Assistance Plan
 Termination:..... Benefits terminate at age 70 or earlier retirement
 Premiums: 50% employer paid, 50% employee paid

(e) Dental Plan:

Dual Coverage includes dependants
 Basic Services: 80%
 Recall exams every six months
 Major Restorative (B): 50%
 Orthodontic (C):..... 50% \$2000 lifetime, dependent children only
 Basic and Major Services combined
 Maximum..... \$2,000 per year per person
 Termination:..... Benefits terminate at age 70 or earlier retirement
 Premiums: 50% employer paid, 50% employee paid

(f) Critical Illness Insurance:

Lump Sum Payment:.....\$10,000
 Payable if you are diagnosed and survive the first 30 days.
 18 conditions are covered;

- Cancer – life threatening
- Heart Attack
- Stroke
- Alzheimer’s Disease
- Blindness
- Major Organ Transplant
- Benign Brain Tumour
- Motor Neuron Disease
- Coma
- Occupational HIV Infection
- Deafness
- Paralysis or loss of limbs
- Parkinson’s Disease
- Kidney failure

- Loss of Speech
- Multiple Sclerosis
- Coronary Bypass Surgery

Premiums: 100% employee paid

(g) Medical Services Plan of BC:

Premiums: 50% employer paid, 50% employee paid

(h) Employee Assistance Program:

The program will provide employees and their families with confidential, professional advice and short-term counselling services for a wide range of personal problems such as alcohol and drug abuse, stress, bereavement, family, marital and financial problems. It can also offer assistance regarding lifestyle, career, legal, childcare, eldercare and homecare issues.

Lifeworks:

Phone: 1-866-331-6851

Web: www.lifeworks.com

APPENDIX D
Certificate of Employee Fitness - Elim Christian Care Society

Employee's Name: _____
Job Title: _____

This section to be completed by Attending Physician

1. Nature of Illness

(For illness of a highly confidential nature submit this form in confidence to the Director of Care)

2. Date of initial examination of current illness: _____

3. In your medical opinion, is the above noted employee able to perform the full scope of his/her normal duties as outlined in the attached job description?

Yes (proceed to #5)

No (proceed to #4)

4. a) If the employee is unable to perform the full scope of his/her duties, please explain why:

b) Please give an approximate date when the employee should be able to return to work:
Day _____ Month _____ Year _____ or if unknown, please comment:

5. Additional Comments:

Name of Physician: _____

Address: _____ Phone: _____

Signature: _____ Date: _____

MEMORANDUM OF AGREEMENT #1
Re: Excluded Positions

Director of Care
Manager of Care
Office Administrator
Wellness Coordinator
Recreation Coordinator
Pastor

MEMORANDUM OF AGREEMENT #2
Re: Contracting Out

(1) Contracting Out

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

(2) Required RN/LPN Coverage

It is understood that in the event the Employer has an obligation to have RN/LPN coverage in a building for a shift and there is no RN/LPN available and willing to take the work at the applicable rate of pay including overtime rates, the Employer may hire an outside agency to perform the work on a short-term basis.

(3) This Memorandum of Agreement will expire on March 31, 2014.