

COLLECTIVE AGREEMENT

between the

**WC OPERATING (BRITISH COLUMBIA-1) LP,
OPERATING AS "PARKWOOD MANOR"
(the "Employer")**

and the

**B.C. GENERAL EMPLOYEES' UNION (BCGEU)
(the "Union")**

Effective from May 1, 2023 to April 30, 2026

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DEFINITIONS

- (a) "*Bargaining Unit*" is the unit for collective bargaining composed of employees at and from 1142 Dufferin Street, Coquitlam, BC, except those excluded by the *Labour Relations Code* or mutual agreement of the parties, employed by WC Operating (British Columbia-1) LP, operating as "*Parkwood Manor*".
- (b) "*Basic Rate of Pay*" means the rate of pay negotiated by the parties to this agreement, as specified in Appendix B (Wage Grid).
- (c) "*Continuous Employment*" means uninterrupted employment with the Employer and includes periods of approved leave.
- (d) "*Day*" means a calendar day, or in relation to an employee's shift that continues over midnight, the 24-hour period beginning at the start of the employee's shift, unless otherwise specified in this agreement.
- (e) "*Dependant*" means a dependant as defined by the insurance carrier in the plan document.
- (f) "*Employee*" means a member of the bargaining unit who shall be one of the following:
- (1) "*Full-Time Regular Employee*" means an employee who is regularly scheduled to work 60 hours or more per biweekly period to a maximum of 75 hours per biweekly period, or more as may be provided for under this agreement, on a continuing basis;
 - (2) "*Part-Time Regular Employee*" means an employee who is regularly scheduled to work less than 60 hours per biweekly period, on a continuous basis. A part-time regular employee who works 30 hours or more biweekly is eligible for health and welfare benefits and a part-time regular employee who works less than 30 hours biweekly is not eligible for health and welfare benefits;
 - (3) "*Casual Employee*" means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
 - (i) paid leave relief
 - (ii) unpaid leave relief
 - (iii) temporary increase of workload
- A casual employee shall be entitled to the terms and conditions set out in Appendix A (Casual Employees) and elsewhere in this agreement.
- (g) "*Employer*" means WC Operating (British Columbia-1) LP, operating as "*Parkwood Manor*", 1142 Dufferin Street, Coquitlam, BC, V3B 6V4.
- (h) "*Month*" means, when expressed as a period in relation to a reference day, the date numerically corresponding to the reference day in the month in which the period begins or ends, as the case may be. "*Month*" means a calendar month when explicitly stated or the context clearly requires, unless otherwise specified in this agreement.
- (i) "*Probationary Employee*" means an employee who has not yet successfully completed their probationary period in accordance with Clause 11.3 (Probationary Employees).
- (j) "*Rest Period*" means a paid interval, which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (k) "*Spouse*" means the employee's legal spouse, or the person who has, for at least 12 months, been continuously living with the employee in a role like that of a marriage partner.

- (l) "Union" means the B.C. General Employees' Union (BCGEU).
- (m) "Week" means a period of seven consecutive days beginning:
 - (1) for the purpose of calculating overtime, on Sunday;
 - (2) for the purpose of average hours of work, on Sunday; and
 - (3) for any other purpose, on any day.
- (n) "Year" means, when expressed as a period in relation to a reference day, the date numerically corresponding to the reference day in the same calendar month as the reference day in the year in which the period begins or ends, as the case may be. "Year" means a calendar year when explicitly stated or the context clearly requires unless otherwise specified in this agreement.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this agreement is:

- (a) to maintain an orderly collective bargaining relationship between the Employer and its employees;
- (b) to recognize the value of joint discussions and negotiations; and
- (c) to provide compassionate care for the residents in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

1.2 Future Legislation

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

- (a) The remaining provisions of the collective agreement shall remain in force and effect for the term of the collective agreement;
- (b) The Employer and the Union shall, as soon as possible, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

1.3 Conflict with Policies

In the event that there is a conflict between an express provision of this agreement and any policy or order made by the Employer, this agreement shall take precedence over the said policy or order.

ARTICLE 2 - BARGAINING AGENT RECOGNITION

2.1 Recognition

This agreement covers all employees of Parkwood Manor at and from 1142 Dufferin Street, Coquitlam, BC, except those excluded by the *Labour Relations Code*.

The Employer recognizes the Union as exclusive bargaining agent for all employees falling within the bargaining unit.

2.2 No Other Agreement

No employee covered by this agreement shall be permitted or required to make a written or oral

agreement with the Employer which may conflict with this agreement.

2.3 Union and Employer Representation

The Union shall supply the Employer with the names of its authorized officers and similarly, the Employer shall supply the Union with a list of its supervisory and other personnel with whom the Union may be required to transact business.

2.4 Correspondence and Directives

The Employer shall forward to the union's designate a copy of:

- (a) any directives circulated to employees pertaining to the interpretation or application of this agreement;
- (b) any correspondence to any employee pertaining to the interpretation or application of the agreement as it applies to that employee.

2.5 Union Representatives

- (a) The Employer agrees that access to its premises shall be granted to members of the staff of the Union when dealing or negotiating with the Employer, or for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Prior to attending the Employer's premises, the union representative shall first notify the Employer.
- (c) Any investigation or access as set out in (a) or (b) must not result in any disruption to the Employer's operation or affairs, and it must not result in any employee neglecting their work duties and responsibilities.

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. The Union agrees to advise the Employer in writing of any change of steward as soon as possible. The Employer shall recognize up to three stewards elected or appointed by the Union.
- (b) A steward shall receive the permission of the immediate supervisor/designate before leaving work to perform duties as a steward. Such permission, subject to operational requirements, shall not be unreasonably withheld. Leave for this purpose shall be with pay. The steward shall notify the immediate supervisor/designate on completion of their union duties.
- (c) Duties of stewards are:
 - (1) investigation of complaints;
 - (2) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
 - (3) at the request of the Union or an employee, attending meetings called by the Employer, such as disciplinary meetings or investigations when disciplinary action may be anticipated;
 - (4) other responsibilities as needed.

2.7 Bulletin Boards

The Employer agrees to supply an exclusive bulletin board for the posting of union notices in such place

so as to inform employees in the bargaining unit of the activities of the Union. The location of the bulletin board shall be determined by mutual agreement.

2.8 No Discrimination

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

2.9 Union Insignia

Union members shall have the right to wear or display the recognized insignia of the Union.

2.10 Right to Refuse to Cross Picket Lines

Employees covered by this collective agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute as defined in the *Labour Relations Code*. Any employee failing to report for duty shall be considered to be absent without pay and benefits. 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.

2.11 Leave of Absence for Union Business

(a) The Employer shall grant leaves of absence to employees to attend union conventions, negotiations of the collective agreement with the Employer and other union business. The Union agrees that such leave shall not unduly affect the proper operations of the Employer. Employees on such leave of absence shall be paid by the Employer who shall be reimbursed by the Union for the amount paid to the employee.

(b) Long-term leave of absence shall be without pay and without loss of seniority; the employee shall retain the seniority accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave. Such leave shall be granted:

- (1) for a period of up to one year for employees elected to a full-time position with the Union;
- (2) for a period of up to three years where an employee is elected to the position of President or Treasurer of the Union;
- (3) for a period of up to one year where an employee is elected to any body which the Union is affiliated to. This leave would be renewed for an additional term upon written request.

(c) In requesting such leaves of absence, the Union must give 14 days' written notice to the Employer. The Employer shall respond, in writing, to the application within seven days.

(d) It is agreed that the Union shall elect three employees who shall represent the Union in negotiations of subsequent collective agreements with the Employer.

2.12 Bargaining Unit Information

The Employer agrees to provide the Union with a list of employees covered by this agreement, their classification, employee status and addresses as provided by employees in January and July of each year. The Employer shall supply this information on hard copy.

ARTICLE 3 - UNION SECURITY

Employees within the bargaining unit, who were employed and were not members of the Union prior to the date of certification, shall have the option of joining the Union. Employees hired after the date of certification, October 14, 2020, are required to become members of the Union as a condition of employment.

Nothing in this collective agreement shall be construed as requiring an employee who was hired prior to the certification date, October 14, 2020, to become a member of the Union.

ARTICLE 4 - UNION DUES

The Employer is authorized and shall deduct in each pay period, an amount equal to union dues from each employee's pay. An employee shall, as a condition of employment, complete an authorization form providing for the deduction from the employee's biweekly pay an amount equivalent to the regular dues and/or assessments payable to the Union by a member of the Union.

The Employer shall remit any dues deducted to the Union along with a list of employees and the amounts deducted within 30 days of the deduction. The list shall include the employee name, classification, the pay period earnings and the amount of dues deducted.

The total amount of union dues deducted from an employee's pay shall be indicated on the employee's T4 slip.

The Union shall advise the Employer in writing, 30 days in advance of the amount of its dues and/or any changes in the amount of dues to be deducted.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

- (a) A new employee shall be advised of the name and location of the union steward(s).
- (b) The Employer shall advise the respective union steward(s) of the name of a new employee and of their department within 14 days of their first day of work.
- (c) The Employer shall provide an opportunity for the new employee and the union steward to meet within regular working hours for a period not to exceed 15 minutes, without loss of pay, during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

The Union acknowledges that all management rights are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive right of the Employer:

- (a) to determine and establish job content, the work to be done, the schedule and the standards and procedures for the performance of such work, the number of employees required and the duties to be performed by each from time to time;
- (b) to maintain order, discipline and efficiency and in connection therewith to establish, enforce and alter from time-to-time rules and regulations to be observed by employees;
- (c) to hire, transfer, lay off, recall, promote, demote, classify and assign duties; to discharge, suspend

or otherwise discipline employees who have completed their probationary period, provided that a claim by any employee that they have unjustly been disciplined may be subject to the grievance procedure. Probationary employees may be discharged at the sole discretion of the Employer;

(d) to operate and manage its affairs and Retirement Residence in as efficient and economical manner as it sees fit and to plan, direct and control the work of the employees and the operations of the Retirement Residence. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole;

(e) to determine: the nature and kind of functions and operations to be conducted by the Employer; the services to be rendered and the method by which such services shall be rendered; the kinds and locations of facilities, equipment, merchandise, goods, fixtures to be used, the type of resident services to be carried on; and the control of materials and goods.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Labour Management Committee

The Employer and the Union agree to establish a Labour Management Committee consisting of three employees and three representatives of the Employer. The Union shall appoint one alternate representative. On the written request of any of its members, the Labour Management Committee shall meet at least once every two months during the term of this agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this agreement. The purpose of the Labour Management Committee is to promote the cooperative resolution of the workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity. Employees shall receive their basic rate of pay for time spent in attendance at the Labour Management Committee.

7.2 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting or a committee meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) Where an employee is directed by the Employer to attend a staff meeting or committee meeting outside of normal working hours, they shall be paid at their basic rate of pay.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences and disputes between the parties respecting the interpretation, application, operation or alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.
- (c) Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in

respect of their own grievance but shall submit the grievance through another steward or union staff representative.

8.2 Step 1

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute with the employer designate. The aggrieved employee shall have the right to have a steward present at such discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

8.3 Time Limits to Present Written Grievance

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4 (Step 2), not later than 21 days after the date:

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

8.4 Step 2

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

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
- (c) transmitting the grievance to the employer designate through the union steward.

8.5 Time Limit to Reply at Step 2

- (a) Within 21 days of receiving the grievance at Step 2, the union steward and the employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The employer designate shall reply in writing to an employee's grievance within seven days of the above noted meeting with the union steward or, if the meeting is waived, within seven days of the date the parties agreed to waive the meeting.

8.6 Dismissal or Suspension Grievance

In the case of a dispute arising from an employee's discharge, the Union shall meet with the Employer within 14 calendar days to discuss the dismissal, and failing resolution, may submit the matter to arbitration within 14 calendar days of the meeting.

In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within 14 calendar days of the date on which the suspension occurred, or within 14 calendar days of the employee receiving notice of suspension.

8.7 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion with respect to the grievance, whether directly or indirectly, with the aggrieved employee without the consent of the Union.

In the event that after having initiated a grievance an employee endeavours to pursue the same grievance through any other channel, the Union agrees that, pursuant to this article, the grievance shall be abandoned.

8.8 Amending Time Limits

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

8.9 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or designate and the Union within 14 calendar days of the occurrence.

Where no satisfactory agreement is reached, either party, within 14 calendar days, may submit the dispute to arbitration and shall then set forth the particulars in writing of the alleged violation to the other party.

8.10 Failure to Observe Time Limits

Grievances which are not processed from one step to another within the time limits set out in this article shall be considered abandoned.

8.11 Investigator

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

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

In the event the parties are unable to agree on an Investigator within a period of 30 days, either party may apply to the Director of the Collective Agreement Arbitration Bureau to appoint such a person.

Failing settlement at this step, the grievance may be referred to arbitration.

ARTICLE 9 - ARBITRATION

9.1 Notification

Failing satisfactory settlement at Step 2, the Union may inform the Employer of its intention to submit the dispute to arbitration within

- (a) 30 days after the Employer's reply at Step 2 has been received; or
- (b) 30 days after the Employer's reply was due.

9.2 List and Appointment of a Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the parties shall have 21

calendar days to agree on a single arbitrator. The Arbitrators shall be one of Chris Sullivan, John Hall, Corinn Bell, or any other as agreed to by the parties. Should the parties fail to agree upon one of the above arbitrators either party may request that a single arbitrator be appointed pursuant to the *Labour Relations Code* of British Columbia.

9.3 Binding Decision

The Arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the parties and any person affected by it.

9.4 Jurisdiction of the Arbitrator

The Arbitrator shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this agreement.

9.5 Cost of Arbitrator

The Union and the Employer shall bear equally the fees and expenses of the Arbitrator. Each of the parties shall pay its own other expenses including costs and pay for witnesses.

9.6 Expedited Arbitration

- (a) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on a date and location mutually agreed to by the parties.
- (b) As the process is intended to be informal, outside lawyers shall not be retained to represent either party.
- (c) The parties shall endeavour to reach an agreed statement of facts.
- (d) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
- (e) Where mediation is not successful or appropriate the grievance shall proceed to the arbitration process.
- (f) The Arbitrator shall hear grievance(s) and shall render a verbal decision within two working days followed by a written decision within 14 working days of such hearing. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (g) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (h) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.
- (i) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.
- (j) The expedited arbitrators, who shall act as sole arbitrators shall be Chris Sullivan, John Hall, Corinn Bell or any other as agreed to by the parties.

ARTICLE 10 - DISCIPLINE AND DISMISSAL

10.1 Discipline

- (a) The onus of proof shall rest with the Employer for discipline cases.

(b) The Employer shall not dismiss or discipline an employee who has completed their probationary period except for just and reasonable cause.

(c) If the Employer, in its sole discretion decides that the probationary employee is unsuitable for continued employment, that their performance is unsatisfactory, or that the employee is unwilling or unable to properly carry out their duties, the Employer may terminate the employee's employment at any time during the probationary period.

10.2 Notice of Dismissal or Suspension

(a) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension and a copy shall be sent to the President of the Union or their designate within three calendar days of the Employer's action.

(b) The employee shall be given a copy of any disciplinary document that shall be placed in their personnel file.

10.3 Personnel File

An employee shall have the right to request that any disciplinary action, other than employee evaluations, be removed from the personnel file after 18 months has expired, provided that there has been no subsequent disciplinary action. Leaves of absence in excess of 30 continuous calendar days shall not count towards the 18-month period noted above.

An employee, or the President of the Union or their designate, with the employee's written authority, shall be entitled to view the employee's personnel file provided that the Employer is given adequate notice. Access to the personnel file shall be provided within seven calendar days of the request.

10.4 Right to Have Steward Present

An employee, who is subject to verbal warnings, or disciplinary action which is to be recorded in the employee's personnel file, shall have the right to the presence of a union steward. The employee shall be notified in advance of the purpose of such meeting. It shall be the responsibility of the employee to contact the steward. A union steward, who is subject to verbal warnings, or disciplinary action which is to be recorded in the employee's personnel file, shall have the right to the presence of a union representative or another union steward. This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

10.5 Employment Abandoned

An employee who fails to report for work and who does not notify the Employer within three workdays and who does not provide reasonable grounds for their absence shall be considered as having abandoned their position. An employee who has been deemed to have abandoned their employment shall be given an opportunity to demonstrate there was an acceptable reason for their unauthorized absence.

10.6 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include letters of discipline, adverse employee evaluations, suspensions and terminations. An employee shall be given a copy of any such document placed on the employee's file. Should an employee dispute any such entry in their file, they have recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel file.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

Seniority shall be defined as the length of the employee's continuous employment with the Employer and shall accumulate based on straight-time paid hours since the date of certification (October 14, 2020) including service prior to certification of the Union.

11.2 Leaving the Bargaining Unit

An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall not accrue seniority. The employee shall retain seniority accrued in the bargaining unit should they return to the bargaining unit within a period mutually agreed by the Employer and the Union.

11.3 Probationary Employees

- (a) It is understood that all new employees shall be subject to a probationary period of 488 hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which they have been appointed. The probationary period for part-time employees shall not exceed six calendar months. Upon completion of the probationary period, the initial date of hire shall be used for benefits and seniority hours.
- (b) The parties may also agree to mutually extend the probationary period.

11.4 Loss of Seniority

An employee's seniority rights shall cease to exist and the employee shall be terminated if an employee:

- (a) resigns from the employ of the Employer;
- (b) is discharged for just and reasonable cause;
- (c) is on layoff for more than 18 consecutive months;
- (d) after a layoff, fails to notify the Employer of their intention to return to work within five working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer, and to return to work within a further 10 working days after notifying the Employer of their intention to return;
- (e) is absent without leave for three or more consecutive days without having notified the Employer;
- (f) uses an authorized leave of absence for a purpose other than that for which the leave was granted;
- (g) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given; or
- (h) is in the employ of another employer during the employee's regularly working hours while on a leave of absence.

11.5 Seniority List

The Employer shall provide the Union with current seniority list for employees in January and July of each year. An updated seniority list shall be provided upon request if layoffs occur. This list shall include:

- (a) employee's name;
- (b) classification; and

- (c) seniority in hours.

Seniority dates shall be subject to correction for error on proper representation by the Union.

ARTICLE 12 - VACANCY POSTING

12.1 Job Posting

(a) Where the Employer intends to fill a vacancy that is expected to be for a period in excess of 60 calendar days, in an existing or new classification, the Employer shall post the vacancy to be filled for a period of seven calendar days and at the time of posting shall make the posting available electronically in a method accessible to all employees. The posting shall include the classification, wage rate, qualifications, hours of work and a brief outline of the position and the closing date for applications. The Employer may advertise externally at the same time as internally.

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

12.2 Temporary Appointments

Until the vacancy is filled through the job posting provisions, the Employer may make temporary appointments from within the bargaining unit.

12.3 Selection Criteria

(a) All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.

(b) In the event that more than one qualified employee applies for the posted vacancy, the Employer shall consider experience, ability and qualifications and where these factors are relatively equal, the applicant with the most seniority shall fill the vacancy.

12.4 Trial Period

The trial period shall be for successful applicants in a new classification. When a vacancy is filled by an existing employee, the successful applicant shall serve a trial period of 300 hours worked. Conditional on satisfactory performance, the successful applicant shall become permanent after successful completion of the trial period. During the trial period, if the successful applicant is unsatisfactory in the position, or if they find they are unable to perform the duties of the new position or wish to return to their former position, they shall be returned to their former position at their former wage rate and without loss of seniority. All employees who changed job positions in consequence, shall return to their previous position, at their former rate of pay and without loss of seniority.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of Layoff

An employee whose status is changed from full-time to part-time, or whose weekly hours are reduced by more than 20%, or whose position is eliminated, or whose employment is ceased, as a result of the implementation of a new schedule and/or a reduction of hours shall be considered to be laid off.

13.2 Layoff Procedure

(a) In the event of layoff, the Employer shall lay off employees by job classification in the reverse

order of their seniority

(b) The following procedure shall be used to identify employees who shall be affected by a layoff and provide the affected employee with their options:

- (1) Step 1 - Discuss proposed layoff procedure with union staff representative.
- (2) Step 2 - Provide Union with reductions of hours per classification.
- (3) Step 3 - Provide the Union with revised blank schedules (of classifications that are directly affected or could be affected). Any concerns with proposed schedules are reviewed and discussed.
- (4) Step 4 - Provide the Union with the seniority list.
- (5) Step 5 - Employees are informed of the reductions and explained the layoff process.
- (6) Step 6 - Employer shall coordinate the line picking process enabling employees to pick their position. Both the Employer and the Union shall be involved in this process.
- (7) Step 7 - Employees with no available positions shall receive their required working notice period or pay in lieu of notice of:
 - (i) one week after three months' continuous employment;
 - (ii) two weeks after 12 months' continuous employment;
 - (iii) three weeks after three years' continuous employment, plus one additional week for each additional year of employment, to a maximum of eight weeks.
- (8) Step 8 - At the conclusion of this notice period the new schedule becomes active.

(c) It is further agreed that nothing prevents the Employer and Union from mutually agreeing to another process not considered or listed in this article.

(d) A laid off employee may bump the most junior employee in any department, provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the junior employee. In no circumstance shall an employee affect a promotion through a bump.

(e) A laid off employee who bumps the most junior employee shall be paid at the hourly rate of the classification they are bumping into, at the rate corresponding with their previous placement on the grid.

13.3 Recall Procedure

(a) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision.

(b) Employees on layoff shall be recalled in order of seniority, subject to their willingness, qualifications and ability to do the work available.

(c) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer, and to return to work within a further 10 working days after notifying the Employer of their intention to return. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible

for their proper address being on record with the Employer.

(d) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed 10 working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

(e) A laid-off employee shall retain the rights of recall for a period of 18 months.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

(a) The regular hours of work for full-time employees shall be seven and one-half hours in a day and 75 hours in a biweekly period, exclusive of meal periods.

(b) The regular hours of work for part-time employees shall be four hours or more and less than seven and one-half hours in a day, exclusive of a one-half hour meal period as applicable.

14.2 Scheduling

(a) The Employer shall post work schedules at least two weeks prior to the effective date of the schedule. Employees shall not be scheduled to work more than six consecutive days.

(b) Employees shall be in their respective assigned work locations and ready to commence work at their designated start times, and they shall not leave their work location at times or in a manner inconsistent with this agreement.

14.3 Changes in Scheduling

(a) Employees may exchange shifts with the prior written authorization of the appropriate manager, provided that a minimum of 48 hours' notice is given. There shall be no increased cost to the Employer because of a shift exchange. This provision shall not be used for extensive or ongoing shift exchanges between employees.

(b) Where an employee reports for work as scheduled and no work is available, the employee shall be entitled to a minimum of four hours' pay at their regular rate provided that if requested by the Employer, the employee shall perform a minimum of four hours of such available work within their classification as the Employer may assign.

14.4 Call-in Procedure

(a) The order of steps to cover a scheduled shift as a result of a sick day shall be as follows:

(1) Employees in the affected department and classification, who have stated their availability and do not trigger any additional or premium costs, shall be called in order of their seniority from last accepted.

(2) Then qualified employees in any other department or classification, who have stated their availability and do not trigger any additional or premium costs, shall be called in order of their seniority.

(3) Employees could then be called in from the department and classification in order of their seniority from last accepted. It is understood that the appropriate overtime charges would apply.

(b) Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability and may withdraw by providing the Employer with

written notice.

14.5 Rest and Meal Periods

(a) Rest Periods

An employee shall receive rest periods without reduction in pay and without increasing working hours as follows:

Shift Length	Rest Periods
4 hours or more	1 x 15-minute rest period
7 hours or more	2 x 15-minute rest periods
10 hours or more	3 x 15-minute rest periods

(b) Meal Periods

(1) An employee working a shift of five hours or more shall receive a 30-minute unpaid meal period as close as practicable to the middle of the workday.

(2) The unpaid meal period shall not be interrupted, except in case of emergency. Where an emergency interrupts an employee's meal period, the employee shall receive a 30-minute unpaid meal period later in the shift. Where the meal period is not rescheduled it shall be counted as time worked.

(3) An employee is entitled to take their unpaid meal period away from the premises. Employees shall advise their supervisor/designate when they intend to leave the premises and when they return to commence work. Where the Employer designates that an employee cannot leave the premises during their meal period, the employee's regular hours of work shall be inclusive of a one-half-hour paid meal period.

(c) Rest and meal periods shall be scheduled in a manner that is consistent with the efficiency of operations.

14.6 Daylight Saving Time

During the changeover from Pacific Daylight Saving Time to Pacific Standard Time, or vice versa, an employee shall be paid for the actual hours worked during that shift. Where applicable, overtime rates shall apply.

14.7 Call-in Hours and Rates

(a) Where an employee is called in to work prior to the commencement of their normally scheduled shift, those hours worked prior to the scheduled shift shall be paid at their basic rate of pay or the overtime rate of pay, as applicable.

(b) Employees who are called back to work outside of their normally scheduled working hours shall be paid their basic rate of pay or the overtime rate of pay, as applicable, for all hours worked, or for four hours, whichever is greater.

ARTICLE 15 - EDUCATION

15.1 Education

(a) Where maintaining or renewing a course, training program or licence is a condition of continued employment for an existing employee, the Employer shall be responsible for the cost of it and time in

attendance shall be paid.

(b) Where the Employer directs an employee to participate in a course or program, the employee shall be compensated at their regular rate of pay for time spent in attendance at the course or program, and for the tuition fee, provided the employee provides proof of successful completion of the program or course.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

(a) The following shall be paid holidays:

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

(b) The intent is that there shall be no more than 13 paid holidays in each calendar year. If another BC provincial statutory holiday is proclaimed during the term of this collective agreement, such additional holiday shall replace one of the designated paid holidays in the collective agreement.

16.2 Holiday Pay

(a) Holiday pay for an employee who works regular hours shall be based on the number of hours the employee would have worked had there been no holiday, at their regular rate of pay.

(b) Holiday pay for an employee who works irregular hours shall be calculated by dividing the employee's total wages, excluding overtime, earned in the 30-day period immediately before the holiday by the number of days worked.

(c) For (b) above, total wages shall include paid vacation, paid sick days and other paid leave.

16.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu or a payout, at the employee's option. The Employer shall provide a payout unless an employee notifies the Employer three weeks in advance of the holiday that they want a day off with pay in lieu.

16.4 Holiday Falling on a Scheduled Workday

An employee who works on a paid holiday that is a scheduled workday shall be paid at the rate of time and one-half. The employee shall also be entitled to a day off with pay in lieu or a payout, at the employee's option. The Employer shall provide a payout unless an employee notifies the Employer three weeks in advance of the holiday that they want a day off with pay in lieu.

16.5 Scheduling a Day Off in Lieu

A day off in lieu shall be scheduled by mutual agreement of the employee and the Employer and taken within 30 days of the day it was earned.

16.6 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave with pay during a paid holiday, the paid holiday shall not count as a day of vacation.

16.7 Holiday Pay for Casual Employees

- (a) Casual employees shall be paid one and one-half times the basic rate of pay for hours worked on a paid holiday.
- (b) A casual employee who has worked or earned wages for 15 of the 30 days preceding the paid holiday shall be entitled to a holiday pay payout calculated in accordance with Clause 16.2(b). For clarity, this is whether or not the employee works on the paid holiday.

ARTICLE 17 - OVERTIME**17.1 Definition of Overtime**

Overtime is defined as the authorized hours worked:

- (1) in excess of seven and one-half hours in a day; and
- (2) in excess of 37.5 hours in a week.

17.2 Overtime Authorization

All overtime must be authorized in advance by the Employer except in cases of emergency.

17.3 Allocation of Overtime

- (a) Opportunities for overtime work shall be offered to employees on shift within the classification on the basis of seniority. Despite this, where the Employer becomes aware 24 hours or more in advance that overtime work shall be available, the opportunity to work the overtime shall be offered to employees within the classification on the basis of seniority.
- (b) Employees may refuse to work overtime except in cases of emergency. In an emergency situation where no employee voluntarily accepts the offer of overtime, the Employer may impose the overtime in reverse seniority order.

17.4 Overtime Pay

- (a) The Employer shall pay the employee overtime wages for time worked beyond the full-time daily or weekly hours in Clause 17.1 (Definition of Overtime).
- (b) The Employer shall pay overtime as follows:
 - (1) time and one-half for any time up to 12 total hours in a day; and
 - (2) double-time for any time over 12 total hours in day.

ARTICLE 18 - VACATION**18.1 Vacation Entitlement**

- (a) Vacations with pay shall be granted to employees based on their length of continuous employment as of December 31st of the preceding year as follows:

Continuous Employment	Vacation Time	Vacation Pay (% of earnings)
Start	2 weeks	4%
After 2 years	3 weeks	6%
After 8 years	4 weeks	8%
After 15 years	5 weeks	10%

(b) Part-time employees are entitled to vacation and vacation pay based on the amounts set out in (a) above, prorated according to their straight-time hours worked in the preceding calendar year.

(c) All employees entitled to vacation time off shall be paid their vacation pay when they take their vacation; it shall be paid on the regular biweekly pay schedule, assuming they have sufficient funds in their vacation bank. Employees may not request vacation pay in advance of their vacation. The accrued vacation must be taken during the vacation year immediately following the year it was accrued and not prior to that.

(d) Casual employees shall receive vacation with pay on their biweekly pay as outlined below. A year of continuous employment for vacation accumulation is equivalent to 1950 hours worked. The vacation year runs from January 1st to December 31st.

Continuous Employment	Vacation Pay (% of earnings)
Start	4%
After 2 years	6%
After 8 years	8%
After 15 years	10%

Casual employees shall be entitled to 6% vacation pay after five years of continuous employment if they have not already achieved that level of vacation pay through the language above.

18.2 No Vacation Carryover

Vacation time shall not be cumulative from calendar year to calendar year.

18.3 Vacation Scheduling

(a) On or before January 15th of each year, the Employer shall advise such employee in writing of their vacation entitlement for the calendar year and the deadline in (b) below.

(b) Written requests for vacation for the calendar year shall be submitted by February 15th.

(c) Vacations shall be approved in order of seniority by department, subject to operational requirements.

(d) Written responses for vacation requests shall be provided to each employee by March 15th.

(e) Where an employee chooses to split their annual vacation, their second and subsequent choices of vacation shall be considered only after all other employees concerned have made their initial selection.

(f) The vacation scheduled shall be posted within each department by March 15th.

(g) Vacation requests received after February 15th shall be approved on a first come, first served basis.

- (h) Written vacation requests received after this time period shall be returned to the employees within two weeks of the receipt of the request.

18.4 Vacation Remaining

The Employer shall notify an employee by September 30th if they have vacation time remaining to be scheduled and taken that year. The Employer shall meet with the employee in early October to schedule the unused vacation at a mutually agreeable time. Unused vacation that is not scheduled by October 15th shall be scheduled by the Employer in the remainder of the vacation year after consulting with the employee.

18.5 Vacation Pay on Termination

If an employee's employment terminates for any reason, then the Employer shall pay them all earned vacation pay.

18.6 Sick Leave or Bereavement Leave During Vacation

Where an employee qualifies for sick leave or bereavement leave on any day of their vacation, any such day(s) shall be converted to sick leave or bereavement leave in accordance with the relevant clause(s) and not deducted from their vacation credits. For clarity, the Employer may require appropriate substantiation of entitlement to sick leave or bereavement leave.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Entitlement

- (a) Pay for sick leave is for the sole purpose of protecting employees against loss of income arising from personal illness or injury and shall be granted to full-time and part-time regular employees in accordance with this article.
- (b) After their initial 90 consecutive days of employment, a regular employee shall be credited sick leave credits for personal illness or injury based on their prorated entitlement for the remainder of the year in accordance with (d) below, or the minimum number of days specified in the *Employment Standards Regulation*, whichever is greater. For clarity, the sick leave entitlement shall not be greater than the sick days set out in (d) below.
- (c) At the beginning of the first full and each subsequent calendar year of their employment, a regular employee shall be credited with their full amount of sick leave for the year in accordance with (d) below, or the minimum number of days specified in the *Employment Standards Regulation*, whichever is greater. For clarity, the sick leave entitlement shall not be greater than the sick days set out in (d) below.
- (d) (1) Full-time regular employees shall be entitled to a maximum of 52.5 hours per year.
(2) Part-time regular employees shall be entitled to five days of paid sick leave per year.

Employees completing their probationary period part way through the year, if probation is completed before the 15th of the month, shall be credited a full month for that month x yearly entitlement. Regardless of their scheduled hours, employees shall be granted sick leave hours at the rate of 4.375 hours per month worked to the applicable maximum.

- (e) In addition to the paid sick leave specified above, a regular employee is entitled to up to three days of unpaid sick leave per year. An employee may designate whether an eligible sick leave day is to be paid or unpaid.
- (f) Despite (a) above, where an employee cannot reasonably schedule a medical appointment

outside of regular working hours, an employee may use one of the three unpaid sick days per year to attend such medical appointments.

- (g) There shall be no carryover of sick leave credits from year to year.

19.2 Notice and Proof of Absence

- (a) An employee who is unable to attend work due to illness or injury shall notify the Employer as soon as possible to allow the Employer to cover the absence.
- (b) The Employer may require proof of sickness or injury, or relevant additional medical information, when reasonable to do so in the circumstances.

19.3 Return to Work

- (a) Employees who are absent from work because of illness or 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.
- (b) Employees who have been absent from work due to extended illness or injury must provide two weeks' notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule. The Employer shall make every effort to return employees to their regular work schedules as soon as possible, but no later than 14 days after receiving notice.
- (c) After an absence due to illness or injury and where reasonable, the Employer may require documentation from a medical practitioner, nurse practitioner or Workers' Compensation Board, certifying that the employee is medically able to resume the full duties of their position.

ARTICLE 20 - LEAVES OF ABSENCE

20.1 General Leave

The Employer may grant a request for a leave of absence without pay for personal reasons, provided the Employer receives at least two weeks' notice in writing (except in case of emergency) and provided that such leave may be arranged without undue inconvenience to the normal operations. Applicants when applying must indicate the reason for the leave of absence, the date of departure and specify the date of return. The Employer shall reply to the request in writing with a copy to the Union. Such requests shall not be unreasonably denied.

20.2 Bereavement Leave

- (a) When an employee's spouse or child dies, the employee shall be eligible for bereavement leave without loss of pay of up to five days.
- (b) When a member of an employee's immediate family, other than spouse or child, dies, the employee shall be eligible for bereavement leave with pay of up to three days. Immediate family for purposes of Clause 20.2 (Bereavement Leave) is defined as:
- (1) the parent, guardian, sibling, grandchild or grandparent of an employee;
 - (2) the child or parent of an employee's spouse; and
 - (3) any person who lives with an employee as a member of the employee's family.
- (c) When a member of an employee's family who is not an immediate family member dies, the employee shall be eligible for bereavement leave without loss of pay of one day. Non-immediate family is defined as:

- (1) an employee's parent's sibling or parent's sibling's spouse;
- (2) the child of an employee's sibling or employee's spouse's sibling; and
- (3) an employee's former spouse.

(d) An employee may request additional bereavement leave without pay and the Employer shall not unreasonably deny such request.

(e) The leave shall be taken at the time of notification of death, or at another time when established ethno-cultural or religious practices provide for ceremonial occasions at such time, or a combination of both.

(f) The Employer may require reasonable proof of the employee's eligibility for bereavement leave.

20.3 Full-Time Public Duty Leave

The Employer shall grant, upon written request, a leave of absence without pay:

- (a) for employees to seek office in a municipal, provincial, federal, or first nation or other Indigenous government election for a maximum period of 90 days; or
- (b) for employees elected to public or Indigenous office for a maximum of five years.

The employee must give at least 14 days' written notice of this leave request.

The employee shall retain their seniority prior to commencement of this leave; it does not continue to accrue for the period covered by the approved leave.

20.4 Health and Welfare Benefits While on Unpaid Leave of Absence

(a) First Four Weeks of Unpaid Leave

If an employee on unpaid leave wants to maintain their health and welfare benefits, the Employer shall bill them for their usual share of premium costs, if any, and continue to pay its share of premium costs for a maximum of four weeks of leave in a calendar year.

(b) After Four Weeks of Unpaid Leave

If an employee on unpaid leave wants to maintain their health and welfare benefits after the period in (a) above, the Employer shall bill them for premium costs monthly in advance and the employee shall pay the premiums or benefits may be discontinued for the duration of the leave.

(c) Benefits Continue on Some Leaves

Despite (a) and (b) above, if this agreement states or the *Employment Standards Act* requires that access to benefits shall continue during a particular unpaid leave, then the employee may choose to continue their benefits. The Employer shall then continue paying its usual share of premium costs, and the employee shall continue their usual share of premium costs, if any. The Employer may discontinue benefits for the duration of the leave after giving an employee reasonable notice they are behind on payment and opportunity to pay. For clarity, benefits shall continue on paid leaves.

20.5 Seniority on Leave

(a) Paid Leave

An employee's time on paid leave shall be considered "*straight-time paid hours*" for seniority purposes.

(b) *Unpaid Leave*

An employee's time on unpaid leave shall not be considered "*straight-time paid hours*" for seniority purposes.

(c) *Seniority Continues to Accrue on Some Leaves*

Despite (a) and (b) above, if this agreement states that seniority shall continue to accrue or the *Employment Standards Act* deems employment continuous during a particular unpaid leave, then the employee's time on leave shall be considered "*straight-time paid hours*" for seniority purposes, despite being unpaid.

20.6 No Gainful Employment While on Leave

An employee must not engage in gainful employment while on a leave of absence unless approved in advance by the Employer. Employee requests to engage in gainful employment while on leave shall not normally be approved. An employee who engages in unapproved gainful employment while on leave shall be subject to discipline up to and including discharge.

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

21.1 Maternity Leave

- (a) The employee shall be granted leave for a period not longer than 17 consecutive weeks.
- (b) The period of maternity leave shall commence not earlier than 13 weeks before the expected birth date, and no later than the actual birth date. The period of maternity leave shall end no earlier than six weeks after the date of birth, except in accordance with (c) below, and shall end no later than 17 weeks after the birth date.
- (c) A request for shorter period under (b) above must be given in writing to the Employer at least two weeks before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner or nurse practitioner stating that the employee is able to resume work.
- (d) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner or nurse practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner or nurse practitioner stating that they are able to perform their duties. However, where practical, the Employer shall provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) An employee who requests maternity leave under this clause after the termination of the employee's pregnancy shall be granted up to six consecutive weeks of unpaid leave beginning on the date of the termination of the pregnancy and ending no more than six weeks after the leave begins. The Employer may require the employee to provide a medical practitioner's or nurse practitioner's certificate stating the date the pregnancy terminated.
- (g) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's or nurse practitioner's certificate is presented.

21.2 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees shall be granted parental leave as follows:
 - (1) in the case of a parent who takes maternity leave, up to 61 consecutive weeks commencing immediately following the end of the maternity leave unless the employee and the Employer agree otherwise.
 - (2) in the case of a parent who does not take maternity leave, up to 62 consecutive weeks of unpaid leave starting within 78 weeks of birth.
 - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of unpaid parental leave of up to five weeks. The employee's qualified medical practitioner, nurse practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

21.3 Leave Without Pay

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

21.4 Aggregate Leave

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

21.5 Return from Leave

- (a) On return from leave, an employee shall be placed in their former or similar position.
- (b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to Clauses 21.1 (Maternity Leave) or 21.2 (Parental Leave).

21.6 Seniority Rights on Return to Work

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

21.7 Sick Leave Credits

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by regular sick leave.
- (b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's or nurse practitioner's statement to the Employer.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Occupational Health and Safety Committee

- (a) The Employer and the Union agree to establish an Occupational Health and Safety Committee, as set out in the *Occupational Health and Safety Regulation* of the *Workers Compensation Act*, to be comprised of two employee representatives and two employer representatives. The Union shall appoint one alternate representative.
- (b) This committee shall function in accordance with the *Occupational Health and Safety Regulation* pursuant to the *Workers Compensation Act*.
- (c) This committee shall hold regular meetings, but no less than at least once each month and minutes shall be kept of all committee meetings and a copy of these minutes sent to the Employer, the Union and the WCB.
- (d) Employee representatives shall be compensated at the basic rate of pay for attendance at meetings of the Committee.

22.2 Investigation of Accidents

The Occupational Health and Safety Committee shall be notified of each accident or injury and ensure that accident investigations are carried out as required by the *Workers Compensation Act*.

22.3 Transportation of Injured Employees

The Employer shall assume the expense of transporting the employee injured on duty to the nearest physician or hospital for treatment.

22.4 Statutory Compliance

The Employer agrees to abide by the terms of the *Occupational Safety Regulation* of the *Workers Compensation Act*.

ARTICLE 23 - CONTRACTING OUT

Except in the case of an emergency, the Employer agrees to give the Union notice in writing, at least 60 days prior to contracting out any work which may result in the layoff of any employee in the bargaining unit. Discussions shall commence between the parties within 10 days of such notice and every reasonable effort shall be made to provide continuing employment for affected employees with the contractor.

ARTICLE 24 - BENEFIT PLANS

24.1 Eligibility

A regular employee who has completed their probationary period and is full-time, or who is part-time and works a minimum of 30 hours per biweekly period, is eligible for benefits under this article.

24.2 Minimum Provisions

The existing health and welfare benefit plan provisions summarized in the relevant Benefits Booklets and the EFAP brochure shall be the minimum benefit levels maintained by the Employer for all eligible employees, except where improved provisions are specified in this article. Nothing in this article shall be construed as eliminating or reducing an existing benefit.

24.3 Vision Care

The vision care coverage (prescription glasses, contact lenses, and laser eye surgery) shall be to a maximum of \$225 per 24 consecutive months. Eye exam coverage shall be to a maximum of \$75 per 24 consecutive months. Visual training coverage shall be to a maximum of \$100 per 24 consecutive months. This provision shall be effective two full pay periods from the date of ratification.

24.4 Employee and Family Assistance Program

The Employer shall provide an employee and family assistance program (EFAP) to a regular employee and their dependants.

ARTICLE 25 - PAYMENT OF WAGES**25.1 Rates of Pay**

- (a) All employees shall be paid by direct deposit and their pay statements shall be made available electronically, biweekly on payday. Each paystub shall include all current vacation and sick leave banks.
- (b) Employees shall be paid in accordance with Appendix B (Wage Grid). Payroll errors shall be corrected and paid to the employee within seven days of confirming the error.

25.2 Payment of Wages Upon Termination, Layoff or Resignation

- (a) When an employee resigns, the Employer shall pay all wages owing to the employee within six days of the date of their resignation.
- (b) When an employee's services are terminated, the Employer shall pay all wages owing to the employee within 48 hours.
- (c) When an employee is laid off, the Employer shall pay all wages to the employee on the next scheduled payday.

25.3 Substitution

- (a) Where an employee is required by the Employer to perform the duties of a higher rated bargaining unit position for one shift or more, such employee shall be paid the rate in the higher classification that is next above the employee's own wage rate, excluding the start rate.
- (b) When an employee is temporarily transferred by the Employer to a lower rated position, the employee shall receive their own wage rate.
- (c) If a temporary transfer to a lower rated position is requested by an employee or to avoid layoffs, the employee shall be paid at the hourly rate for the lower rated position corresponding with their previous placement on the grid.
- (d) The Employer shall assign employees to substitute in a higher classification based on seniority among those qualified.

ARTICLE 26 - CLASSIFICATIONS AND WAGE RATES**26.1 Job Descriptions**

The Employer shall provide the Union, upon request after notification to commence bargaining a collective agreement renewal has been served or deemed served, with job descriptions for the

classifications in the bargaining unit set out in Appendix B (Wage Grid).

26.2 New Classifications/Duties

When the Employer establishes a new bargaining unit position or substantially changes a current job description, it shall provide the Union with a job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter may be filed at Step 2 of the Grievance Procedure.

ARTICLE 27 - GENERAL CONDITIONS

27.1 Indemnity

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

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

27.2 Copies of the Collective Agreement

- (a) A final collective agreement including all changes made shall be signed by parties within three months after ratification.
- (b) The Union shall print the collective agreement in an agreed to format and shall distribute copies of the collective agreement to employees.
- (c) The Union and the Employer shall each contribute 50% to the cost of printing the collective agreement.

27.3 Lockup for Personal Effects

- (a) The Employer agrees to provide lockers for the use of employees while on shift. Employees shall provide their own locks to secure personal effects.
- (b) One locker shall be designated for the union stewards' use, and the Employer shall not enter such locker without the presence of a steward.

27.4 Criminal Record Check

The Employer shall cover the cost of a criminal record check for a current employee if a criminal record check is required by the Employer.

27.5 Special Clothing

- (a) "*Special clothing*" has the same meaning as defined in the *Employment Standards Act*.
- (b) The Employer shall provide and maintain any special clothing, including uniforms, it requires an employee to wear.
- (c) The Employer shall pay a special clothing laundry allowance of 8¢ per hour worked to an employee required to wear special clothing. The allowance shall be payable biweekly.
- (d) Despite (c) above, where the Employer provides the option, and an employee chooses, to have their special clothing laundered at work, the employee shall not be entitled to the laundry allowance.

ARTICLE 28 - HARASSMENT, DISCRIMINATION, AND BULLYING**28.1 Harassment, Discrimination, and Bullying-Free Workplace**

The parties are committed to promoting a work environment in which all people who enter the site shall conduct themselves in a civil and respectful manner. Complaints of harassment, discrimination and bullying shall be taken seriously and shall be addressed in a timely manner.

- (a) Substantiated complaints of harassment, discrimination and/or bullying shall lead to discipline up to and including termination.
- (b) An employee who files a complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action up to and including termination.
- (c) The following behaviour is expressly prohibited:
 - (1) Unwelcome conduct, deliberate or unintended, including verbal, nonverbal, physical, or unsolicited conduct that is based on a person's protected status under the *BC Human Rights Code*, such as Indigenous identity, race, colour, religion, sex, age, ancestry, place of origin, political belief, marital status, family status, physical or mental disability, sexual orientation, gender identity or expression, a criminal conviction or summary conviction offence unrelated to the person's employment, or any other protected status;
 - (2) Abusive language, physical aggression, deliberately causing injury to another or any disorderly conduct or malicious disturbance, including intimidation or harassment of others.
 - (3) Sexual harassment or conduct based upon gender, whether it is directed toward a person of the same or opposite sex, including unwelcome sexual advances, requests for sexual favours, as well as other physical, verbal or visual conduct (including print or electronic communications); and,
 - (4) Any conduct which would be seen by a reasonable person to be unacceptable and/or creates a hostile, offensive, humiliating or intimidating working environment. It may be one incident or a series of incidents.
- (d) Protection against harassment, discrimination, and bullying extends to residents, family members, business employees, such as outside consultants, professionals and other providers of goods or services to the workplace.
- (e) Harassment, discrimination, and bullying do not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities. Good faith actions of a manager or supervisor relating to the management and direction of the employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment, discrimination, or bullying.

28.2 Harassment, Discrimination, and Bullying Complaint Process

- (a) An employee allegedly being harassed, discriminated against, or bullied shall register the complaint in accordance with the "*four step communication process*" and/or "*reporting inappropriate activities*" contained in the *Employer's Code of Conduct* booklet or through the Union.
- (b) Any complaints pertaining to this article may be referred by the Union to Steps 1 and 2 of the grievance procedure under this collective agreement or, where discrimination is alleged, the employee may file a complaint under the *BC Human Rights Code*.

ARTICLE 29 - RPP/RRSP

Regular employees who work a minimum of 20 hours per week, upon completion of six months of employment, shall be eligible for voluntary participation in a 1% matched registered pension plan (RPP), and a voluntary up to 3% matched registered retirement savings plan (RRSP).

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

This agreement shall be for the period from the date of May 1, 2023 up to and including April 30, 2026.

30.2 Notice to Bargain

This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after January 1, 2026 but in any event, no later than midnight on January 31, 2026.

Where no notice is given by either party prior to January 31, 2026 both parties shall be deemed to have given notice under this clause on January 31, 2026.

30.3 Agreement to Continue in Force

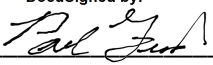
(a) Both parties shall adhere fully to the terms of this agreement during the period of collective bargaining and until a new agreement is signed.

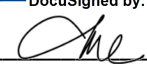
(b) During the term of this collective agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout. Strike shall include any strike, picketing, sit-down, stand-in, study session, slowdown, or other curtailment or restriction of productivity, or interference with work in or about the Employer's Residences, or any other act as defined in the *Labour Relations Code* of British Columbia.

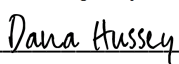
30.4 Change in Agreement

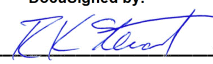
Any changes deemed necessary in this agreement may be made by mutual agreement in writing at any time during the life of this agreement.

SIGNED ON BEHALF OF
THE UNION:

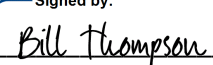
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Paul Finch
President

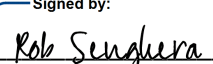
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Chrissy Enriquez
Bargaining Committee

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Dana Hussey
Bargaining Committee

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07B319D7-5F44E0...
Ryan Stewart
Staff Representative

SIGNED ON BEHALF OF
THE EMPLOYER:

Signed by:

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Bill Thompson
Executive Director

Signed by:

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Rob Senghara
Director, Human Resources

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Terry McCarthy
Chief Negotiator

Date: April 9, 2025

APPENDIX A - CASUAL EMPLOYEES**A.1 Casual Employee Terms and Conditions**

(a) A casual employee shall be entitled and subject to all terms and conditions of this collective agreement except for the following:

- (1) Article 11 (Seniority), except as it relates to casual employee lists;
- (2) Article 13 (Layoff and Recall), and the employee shall instead be covered by Section 63 of the *Employment Standards Act*;
- (3) Clauses 14.2 (Scheduling) and 14.3 (a); and
- (4) Article 24 (Benefit Plans).

(b) A casual employee may achieve regular employee status only by successfully bidding into a permanent vacancy through the posting procedure.

(c) Casual employees shall serve a probationary period of 488 hours worked. During the probationary period, casual employees may be discharged if they are unsuitable for continued employment.

(d) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve a probationary period pursuant to its definition in the collective agreement.

(e) Where a casual employee who has completed probation is reclassified to a full-time or part-time employee, such employee shall not be required to serve another probationary period but shall be required to complete the trial period.

APPENDIX B - WAGE GRID

An employee shall be paid the appropriate hourly rate according to the wage grid below.

Classification	Step	Current	Effective April 1, 2024* 3.25%	Effective April 1, 2025 2.5%
Assistant Cook, Dietary Aide, Housekeeping Aide, Driver	Start	\$19.68	\$20.32	\$20.83
	After 488 hrs worked	\$20.72	\$21.39	\$21.92
	After 1950 hrs worked	\$21.80	\$22.51	\$23.07
	After 3900 hrs worked	\$22.72	\$23.46	\$24.05
Environmental Services Aide, Night Attendant, Receptionist	Start	\$21.69	\$22.39	\$22.95
	After 488 hrs worked	\$22.83	\$23.57	\$24.16
	After 1950 hrs worked	\$24.02	\$24.80	\$25.42
	After 3900 hrs worked	\$25.03	\$25.84	\$26.49
Recreation Aide	Start	\$21.99	\$22.70	\$23.27
	After 488 hrs worked	\$23.16	\$23.91	\$24.51
	After 1950 hrs worked	\$24.38	\$25.17	\$25.80

Classification	Step	Current	Effective April 1, 2024* 3.25%	Effective April 1, 2025 2.5%
	<i>After 3900 hrs worked</i>	\$25.40	\$26.23	\$26.89
Cook	<i>Start</i>	\$22.73	\$23.47	\$24.06
	<i>After 488 hrs worked</i>	\$23.92	\$24.70	\$25.32
	<i>After 1950 hrs worked</i>	\$25.16	\$25.98	\$26.63
	<i>After 3900 hrs worked</i>	\$26.21	\$27.06	\$27.74

* Retroactive on wages and all wage-based earnings and entitlements for all employees employed on the date of ratification.

LETTER OF UNDERSTANDING Minimum Wage

Despite the wage grid in Appendix B (Wage Grid), where any negotiated wage rate does not meet the current minimum wage under the BC *Employment Standards Act*, as amended from time to time, plus 1.9%, rounded up to the nearest penny, that wage rate shall be adjusted to the current minimum wage in effect at that time, plus 1.9%, rounded up to the nearest penny.

MEMORANDUM OF AGREEMENT Extended Hour Shifts

- (a) The parties agree that extended hour shifts may be permitted by mutual agreement and with details to be specified in a memorandum of agreement or appendix to this agreement.
- (b) Overtime shall not be applied to the extended hours specified above unless the extended hours are exceeded, and overtime is otherwise applicable.
- (c) For all purposes under this agreement, extended hour shifts shall be implemented on a "*no loss, no gain*" basis.
- (d) The Employer may implement additional extended hour shifts only with the mutual agreement of the Union.