

COLLECTIVE AGREEMENT

between the

**EAGLE VALLEY SENIOR CITIZENS HOUSING SOCIETY
(EAGLE VALLEY MANOR, EAGLE VALLEY LODGE AND
EAGLE VALLEY HAVEN – SICAMOUS, BC)**

and the

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

Effective from May 1, 2017 to April 30, 2022

TABLE OF CONTENTS

DEFINITIONS.....	1
ARTICLE 1 - PREAMBLE	1
1.1 Purpose of Agreement.....	1
1.2 Future Legislation	1
1.3 Conflict with Rules	2
1.4 Use of Feminine and Singular Terms.....	2
1.5 Harassment in the Workplace.....	2
1.6 Personal and Psychological Harassment Definition	2
1.7 Sexual Harassment Definition	2
1.8 Harassment Complaints	3
1.9 Harassment Complaints Procedure	3
1.10 Arbitrator	4
1.11 Anti-Bullying.....	4
ARTICLE 2 - RECOGNITION OF THE UNION	5
2.1 Bargaining Agent Recognition	5
2.2 Correspondence.....	5
2.3 No Other Agreement	5
2.4 No Discrimination	5
2.5 Recognition and Rights of Stewards	5
2.6 Bulletin Board	6
2.7 Badges, Insignia and Union Shop Cards	6
2.8 Right to Refuse to Cross Picket Lines	6
2.9 Unpaid Leave - Union Business	6
2.10 Membership Information	7
ARTICLE 3 - UNION SECURITY.....	7
ARTICLE 4 - CHECK-OFF OF UNION DUES.....	7
ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES	8
ARTICLE 6 - MANAGEMENT RIGHTS	9
6.1 Management Rights.....	9
6.2 Bargaining Unit Work	9
ARTICLE 7 - EMPLOYER/UNION RELATIONS	9
7.1 Representation	9
7.2 Union Bargaining Committee	9
7.3 Union Representatives	9
7.4 Definition of Employees	9
7.5 Casual Employees	10
7.6 Casual Employee Probationary Period.....	11
ARTICLE 8 - GRIEVANCES	11
8.1 Grievance Procedure	11
8.2 Step 1.....	11
8.3 Time Limits to Present Initial Grievance	11
8.4 Step 2.....	11
8.5 Time Limit to Reply at Step 2.....	12
8.6 Step 3.....	12

8.7	Time Limit to Reply at Step 3 and Step 3 Meeting	12
8.8	Time Limit to Submit to Arbitration	12
8.9	Administrative Provisions	12
8.10	Management Grievance	13
8.11	Time Limits	13
8.12	Deviation from Grievance Procedure	13
8.13	Policy Grievances	13
8.14	Dismissal or Suspension.....	13
8.15	Investigator	13
ARTICLE 9 - ARBITRATION.....		14
9.1	Notification	14
9.2	Arbitrator	14
9.3	Decision of the Arbitrator.....	14
9.4	Disagreement on Decision.....	14
9.5	Expenses of Arbitration	14
9.6	Amending Time Limits	14
9.7	Expedited Arbitration	14
ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE		15
10.1	Burden of Proof.....	15
10.2	Notice of Dismissal or Suspension	15
10.3	Right to Grieve Other Disciplinary Action	15
10.4	Evaluation Reports.....	15
10.5	Personnel File.....	16
10.6	Right to Have Steward Present	16
10.7	Employment Abandoned.....	16
ARTICLE 11 - SENIORITY		16
11.1	Seniority Defined	16
11.2	Seniority Lists	17
11.3	Loss of Seniority.....	17
11.4	Same Service Seniority Date.....	17
ARTICLE 12 - VACANCY POSTING		17
12.1	Postings and Transfers.....	17
12.2	Eligibility to Apply for Postings	18
12.3	Selection Criteria.....	18
12.4	Probationary Period.....	18
12.5	Qualifying Period	18
12.6	Applications from Employees.....	18
12.7	Right to Grieve	18
ARTICLE 13 - LAYOFF AND RECALL.....		19
ARTICLE 14 - HOURS OF WORK		20
14.1	Continuous Operation	20
14.2	Hours of Work.....	20
14.3	Scheduling	20
14.4	Shift Differential.....	20
14.5	Rest and Meal Periods.....	21

ARTICLE 15 - OVERTIME.....	21
15.1 Definition of Overtime.....	21
15.2 Authorization and Application of Overtime.....	21
15.3 Sharing of Overtime.....	21
15.4 Right to Refuse Overtime	21
15.5 Overtime for Part-Time and Casual Employees.....	22
15.6 Overtime Compensation	22
15.7 Callback	22
15.8 Rest Interval	22
15.9 Shift Exchanges	22
15.10 Overtime Meal Allowance	22
ARTICLE 16 - PAID HOLIDAYS	23
16.1 Paid Holidays.....	23
16.2 Working on a Statutory Holiday	23
16.3 Christmas or New Year's Day Off	23
16.4 Paid Holiday Pay.....	23
ARTICLE 17 - PAID TIME OFF	23
17.1 Paid Time Off (PTO)	23
17.2 Planned PTO.....	23
17.3 Unplanned PTO	24
17.4 Callback	24
17.5 Paid Time Off Credits Upon Death	24
17.6 Reinstatement of PTO Days.....	24
ARTICLE 18 - SICK LEAVE	24
18.1 Sick Leave Entitlement.....	24
18.2 Medical Certificates	24
18.3 Employee to Inform Employer	25
18.4 Probationary Period.....	25
18.5 Third Party Coverage	25
ARTICLE 19 - WORKERS' COMPENSATION	25
19.1 Sick Leave/Workers' Compensation.....	25
19.2 Benefits While on Compensation.....	25
19.3 Employee to Contact Employer.....	26
ARTICLE 20 - SPECIAL AND OTHER LEAVE	26
20.1 Compassionate Care Leave	26
20.2 Bereavement Leave	26
20.3 Unpaid Leave for Public Office	27
20.4 General Leave	27
20.5 Health and Welfare Benefits While on Unpaid Leave of Absence.....	27
20.6 Education Leave.....	27
20.7 Jury Duty and Leave for Court Appearances	27
ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE	28
21.1 Maternity Leave.....	28
21.2 Parental Leave.....	29
21.3 Return from Leave	29
21.4 Benefit Plan	29
21.5 Sick Leave	29

21.6	Paid Time Off (PTO)	30
21.7	Seniority Rights on Reinstatement.....	30
ARTICLE 22 - SAFETY AND HEALTH		30
22.1	Safety Committee	30
22.2	Committee Responsibilities.....	30
22.3	Date of Injury	30
22.4	Transportation	30
22.5	Right to Refuse Unsafe Work	30
22.6	Pay to Attend Meetings.....	30
22.7	Investigation of Accidents	31
22.8	Aggressive Residents	31
22.9	Employees Working Alone	31
ARTICLE 23 - CONTRACTING OUT.....		32
ARTICLE 24 - HEALTH AND WELFARE.....		32
24.1	Benefit Coverage.....	32
24.2	Commencement of Coverage.....	32
24.3	Employer to Arrange for Coverage	33
ARTICLE 25 - WORK CLOTHING AND RELATED SUPPLIES		33
ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES.....		33
26.1	Paydays.....	33
26.2	Pay on Temporary Assignment	33
26.3	Responsibility Pay	33
26.4	Mileage.....	33
26.5	Annual Lump Sum Payment	33
ARTICLE 27 - NOTICE OF NEW AND CHANGED POSITIONS.....		34
27.1	Job Descriptions.....	34
27.2	New Classifications/Duties	34
ARTICLE 28 - GENERAL CONDITIONS		34
28.1	Indemnity	34
28.2	Employer Property.....	34
28.3	Copies of Agreement	34
28.4	Volunteers and Bargaining Unit Work	35
28.5	Personal Property Damage.....	35
28.6	Joint Labour-Management Committee	35
28.7	Employee Access to Leave Records	35
28.8	In-Service Education and Staff Meetings	35
ARTICLE 29 - CASUAL CALL-IN		36
29.1	Part-Time Employees.....	36
29.2	Casual Employees	36
29.3	Procedure for Calling Part-Time and Casual Employees for Casual Work.....	36
ARTICLE 30 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES		37
ARTICLE 31 - TERM OF AGREEMENT.....		37
31.1	Duration	37
31.2	Notice to Bargain	37
31.3	Change in Agreement.....	38

31.4	Agreement to Continue in Force.....	38
31.5	Effective Date of Agreement	38
APPENDIX 1 - Wage Schedule – Classifications and Hourly Rates		40
APPENDIX 2 - List of Arbitrators/Investigators		40
MEMORANDUM OF AGREEMENT 1 - Staff Meals.....		41
MEMORANDUM OF AGREEMENT 2 - Wage Negotiations Prior to Expiry of Collective Agreement.....		41

DEFINITIONS

For the purpose of this Agreement:

- (1) "*basic pay*" means the rate of pay in each wage schedule.
- (2) "*spouse*" is an employee's married or common-law spouse.
- (3) "*common-law spouse*" includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (4) "*employee*" means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
- (5) "*employer*" means Eagle Valley Senior Citizens Housing Society (Eagle Valley Manor, Eagle Valley Lodge and Eagle Valley Haven).
- (6) "*leave of absence with pay*" means to be absent from duty with permission and with pay.
- (7) "*leave of absence without pay*" means to be absent from duty with permission but without pay.
- (8) "*Union*" means the B.C. Government and Service Employees' Union.
- (9) "*worksites*" means any Eagle Valley Manor, Eagle Valley Lodge and Eagle Valley Haven.

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

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The parties of this agreement determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

It is recognized that the primary focus of the Employer's operations is to serve seniors at Eagle Valley Manor, Eagle Valley Lodge and Eagle Valley Haven.

1.2 Future Legislation

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

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

1.3 Conflict with Rules

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

1.4 Use of 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.

1.5 Harassment in the Workplace

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

1.6 Personal and Psychological Harassment Definition

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

- (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
- (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
- (3) is seriously inappropriate and serves no legitimate work-related purpose.

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

1.7 Sexual Harassment Definition

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

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

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

- (c) Sexual harassment will often, but not need to, be accompanied by an expressed or implied threat of reprisal or promise of reward,
- (d) Sexual harassment refers to a behaviour initiated by both males and females and directed toward members of either sex.

1.8 Harassment Complaints

Prior to filing a complaint with the Employer, the complainant should make every effort to resolve the issue, with the assistance of a shop steward or union representative if necessary, and provide the Employer with proof that this step has been taken. If unable to resolve the issue the following procedure applies:

- (a) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.
- (b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (c) The complainant and the respondent (if she is a member of the Union) have a right to union representation.
- (d) The complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (e) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (f) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

1.9 Harassment Complaints Procedure

- (a) An employee who wishes to pursue a concern arising from alleged Harassment may submit a complaint directly in writing, within three months of the latest alleged occurrence, through the Union or directly to the Housing Administrator or her designate. Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.
- (b) When the Employer has received a complaint, she will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days. The respondent is entitled to attend, participate in, and be represented at a hearing under this clause. If the complainant and/or respondent is a member of the bargaining unit he/she shall be given the option of having union representation present at any meeting held to investigate the complaint.
- (c) The Employer shall investigate the complaint and shall submit a report to the Housing Administrator in writing within 30 days of receipt of the complaint. The Housing Administrator shall, within 30 days of receipt of the report, give such orders as may be necessary to resolve the issue.
- (d) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action, which may include discipline. Such action shall only be for just cause and may be grieved pursuant to Article 8.
- (e) Pending determination of the complaint, the Housing Administrator may take interim measures to separate the employees concerned if deemed necessary.

(f) In cases where the Harassment requires the transfer of an employee, it shall be the harasser who is transferred, except that the employee harassed may be transferred with his/her consent.

1.10 Arbitrator

(a) Where either party to the proceeding is not satisfied with the Housing Administrator's response under 1.9(c) above, the complaint will within 30 days of that response, be put before an arbitrator. Where no response under 1.9(c) above is provided within 60 days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

- (1) dismiss the complaint;
- (2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit, and
- (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

(b) An alleged offender under this clause shall not be entitled the grieve disciplinary action taken by the Employer which is consistent with the decision of Housing Administrator or the Arbitrator.

(c) The Arbitrator chosen from the list in Appendix 2 that has the earliest available date that is at least 14 days after the date of referral. The cost of the Arbitrator shall be equally shared by the parties.

1.11 Anti-Bullying

Prior to filling a complaint with the Employer, the complainant should make every effort to resolve the issue, with the assistance of a shop steward or union representative if necessary, and provide the Employer with proof that this step has been taken. If unable to resolve the issue the following procedure applies:

(a) The Employer and Union supports the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.

(b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:

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

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

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

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

ARTICLE 2 - RECOGNITION OF THE UNION

2.1 Bargaining Agent Recognition

- (a) Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.
- (b) The bargaining unit shall be comprised of all employees working at Eagle Valley Manor, and Eagle Valley Lodge, and Eagle Valley Haven, but shall not include the Housing Administrator and Administrative Assistant.
- (c) All new hires shall be included in the bargaining unit, except those excluded by the BC *Labour Code*.

2.2 Correspondence

- (a) Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the President of the Union (or designate).
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation of any article in this agreement shall be forwarded to the President of the Union (or designate).

2.3 No Other Agreement

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

2.4 No Discrimination

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

2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select two stewards or less to represent employees on the worksite. The number of shop stewards may be changed by mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards. A steward shall obtain the permission of the Housing Administrator, and in his/her absence the person in charge, before leaving her work to perform her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify the Housing Administrator, and in his/her absence, the person in charge.

Duties of the steward are:

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

- (e) attending meetings called by management;
- (f) other responsibilities as needed.

2.6 Bulletin Board

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located at a place which is mutually agreed upon at the local level. Use of the bulletin board shall be restricted to the business affairs of the Union and the display of the union shop card.

2.7 Badges, Insignia and Union Shop Cards

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

2.8 Right to Refuse to Cross Picket Lines

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

2.9 Unpaid Leave - Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted with 14 days written notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) to employees called by the Union to appear as witnesses before an arbitration board or the *Labour Relations Board* of BC, provided the dispute involves the Employer; or
 - (4) to employees representing the Union in collective bargaining.
 - (5) This provision does not apply to employees who are hired by the Union for a period greater than six months.
- (b) To facilitate the administration of Section (a) when leave without pay is granted, the leave shall be given with basic pay and benefits and the Union shall reimburse the Employer for appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence.

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

- (c) The Employer shall grant, on request, leave of absence without pay:
- (1) For employees selected for full-time position with the Union for a period of up to one year;
 - (2) For an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
 - (3) For an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

2.10 Membership Information

The Employer agrees to provide to the Union once a year, before the end of January, a list of all union members, their current job categories, employee status, addresses and phone numbers known to the Employer.

The Employer will provide to the Union a report of employees who have ceased employment and the *Record of Employment (ROE) Code* used in Block 16 of the ROE for each employee, at the time the ROE is issued.

As an alternative to providing a written list, the above-noted list may be supplied to the Union by email.

ARTICLE 3 - UNION SECURITY

- (a) Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not a member of the Union prior to the date of certification, shall have the option of applying for membership in the Union which membership they shall maintain. Employees hired after the date of certification are required to become members of the Union as a condition of employment.
- (b) Nothing in this agreement shall be construed as requiring a person who was an employee prior to the certification date to become a member of the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

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

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

(NOTE: if the Employer is unable to provide the file in ".csv" format then ".xls" or ".xlsx" file formats are acceptable.)

Member SIN XXXXXXXXXX 9 digits, no dashes or spaces

Member Last Name

Member First Name

Dues XXXX.XX No commas or dollar signs

Gross Wages for Period XXXX.XX No commas or dollar signs

Job/Position Title

Service Start Date YYYYMMDD

Appointment Code Regular, Auxiliary, etc.

Work Location Name

Work Location Address

Member Address

Member Work Phone XXXXXXXXXX 10 digits, no dashes or spaces

Member Home Phone XXXXXXXXXX 10 digits, no dashes or spaces

Member Cell Phone XXXXXXXXXX 10 digits, no dashes or spaces

Member Home Email

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

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

(c) 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.

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

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of her steward. The employee's immediate supervisor will introduce her to the steward, who will provide the employee with a copy of the collective agreement.

The Employer will notify the steward of new employees and of their primary work location within 10 days of the start date of the new employee. A union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the

first 30 days of employment for the purpose of acquainting the new employee with benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 Management Rights

- (a) The management of the Employer's business, and the direction of the workforce, including hiring, firing, promotion and demotion of employees is vested exclusively in the Employer except as otherwise specifically provided in this agreement.
- (b) The Union agrees that all employees shall be governed by all rules (Policies and Procedures) as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this agreement.

6.2 Bargaining Unit Work

Managerial exclusions are permitted to work in an emergency situation where bargaining unit employees are not immediately available and for instruction or training of employees. In the case of an emergency, bargaining unit members will be called to work immediately, and Management shall cease to perform bargaining unit work when bargaining unit employees in sufficient numbers arrive on the scene.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Representation

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

7.2 Union Bargaining Committee

A union bargaining committee shall be elected and consist of a maximum of two representatives.

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

7.3 Union Representatives

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

7.4 Definition of Employees

- (a) A "*regular full-time employee*" is one who is appointed to a regularly scheduled position and is regularly scheduled to work seven and one-half or eight hours per day, depending on the employee's shift rotation, and a minimum of 37.5 hours per week, exclusive of unpaid meal breaks.

- (b) A "regular part-time employee" is one who is appointed to a regularly scheduled position up to 37.5 hours per week, exclusive of unpaid meal breaks.
- (c) A "casual employee" is one who is employed in work that is not of a continuous nature, including coverage for vacation, illness or injury, or temporary work, which is created, by a special project or contract.

7.5 Casual Employees

- (a) Casual employees shall be paid 6% holiday pay based on gross earnings and paid on each paycheque, assuming they have worked in the pay period.
- (b) Casual employees, who work on a proclaimed statutory holiday as per Clause 16.1 shall be paid time and one-half for all hours worked, except for Christmas Day, when they shall be paid two and one-half times their rate of pay for all hours worked.
- (c) Casual employees are covered by the following provisions of the collective agreement:
- (1) Article 1 - Purpose of Agreement;
 - (2) Article 2 - Recognition of the Union;
 - (3) Article 3 - Union Security;
 - (4) Article 4 - Check-off of Union Dues;
 - (5) Article 5 - Employer and Union Shall Acquaint New Employees;
 - (6) Article 6 - Employer's Rights;
 - (7) Article 7 - Employer and Union Relations;
 - (8) Article 8 - Grievances;
 - (9) Article 9 - Arbitration;
 - (10) Article 10 - Dismissal, Suspension and Discipline;
 - (11) Article 11 - Seniority;
 - (12) Article 12 - Vacancy Posting;
 - (13) Article 14 - Hours of Work; except for 14.3(a), (e), (g);
 - (14) Article 15 - Overtime, except for 15.6(c) and 15.8;
 - (15) Article 19 - Workers' Compensation, except 19.2(b) and (c);
 - (16) Clause 20.1 - Compassionate Care Leave;
 - (17) Article 21 - Maternity, Parental and Adoption Leave, except 21.4, 21.5 and 21.6;
 - (18) Article 22 - Safety and Health;
 - (19) Clause 24.2(b) - Health and Welfare;
 - (20) Article 25 - Work Clothing and Related Supplies;
 - (21) Article 26 - Payment of Wages and Allowances, except 26.2;
 - (22) Article 27 - Notice of New and Changed Positions;
 - (23) Article 28 - General Conditions;
 - (24) Article 29 - Casual Call-in;
 - (25) Article 31 - Term of Agreement;
 - (26) Appendix 1 - Wage Schedule;
 - (27) Memorandum of Agreement 1 - Staff Meals.

Casual employees shall be entitled to bereavement leave, pursuant to Clause 20.2 but on a without pay basis. However, they shall be credited seniority hours for any hours they otherwise would have worked during the period of bereavement leave.

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

A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

7.6 Casual Employee Probationary Period

- (a) Casual employees shall serve a probationary period of 450 hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.
- (b) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve the remainder of the 450 hours in the regular position, subject to Clause 12.5; the hours spent as a casual employee will be counted as part of the 450 hours.
- (c) Where a casual employee who has completed probation is reclassified to a regular employee such employee shall not be required to serve another probationary period under Article 12, but will be required to complete the qualifying period under Clause 12.5 of 300 hours.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

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

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

8.2 Step 1

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

A grievance shall not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and the Site Manager in accordance with Step 1 of the grievance procedure.

8.3 Time Limits to Present Initial Grievance

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

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

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:

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

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

8.5 Time Limit to Reply at Step 2

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

8.6 Step 3

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

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

8.7 Time Limit to Reply at Step 3 and Step 3 Meeting

A human resources representative from the Board of Directors shall reply in writing to the grievance within 14 days of receipt of the grievance at Step 3. Within 14 days of receipt of the Employer's Step 3 response, the BCGEU staff representative and the Board of Directors representative shall meet to discuss the grievance and attempt to resolve it.

8.8 Time Limit to Submit to Arbitration

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

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

8.9 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail or an agreed to email address.
- (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) In the event of a dispute, lockout, or other work stoppage in a Canada Post Office within British Columbia, this section shall not apply.
- (d) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

8.10 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Board of Directors Human Resources Representative (or designate) presenting the grievance to the President of the Union or the union area staff representative.

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

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

8.11 Time Limits

If the President of the Union (or 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.

8.12 Deviation from Grievance Procedure

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

8.13 Policy Grievances

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

8.14 Dismissal or Suspension

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance to the Board of Directors Human Resources Representative commencing at Step 3 within 14 days of the employee receiving notice of dismissal or suspension.

8.15 Investigator

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

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

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

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

ARTICLE 9 - ARBITRATION

9.1 Notification

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

9.2 Arbitrator

- (a) When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party of the agreement within 14 days:
- (b) The parties agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators listed in Appendix 2.

9.3 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

9.4 Disagreement on Decision

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

9.5 Expenses of Arbitration

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

9.6 Amending Time Limits

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

9.7 Expedited Arbitration

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

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

- (a) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;

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

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Notice of Dismissal or Suspension

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

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals. 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 her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.
- (b) Upon the employee's written request, any such document, other than official performance appraisals shall be removed from the employee's file after the expiration of 18 months from the date it was issued, provided that there has not been any further infraction of the same issue.
- (c) In cases where disciplinary documents relate to resident or patient abuse, such documents will be maintained in the employee's file for a period of 24 months from the date of issue, provided that there have not been any further infractions of resident abuse.

10.4 Evaluation Reports

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

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

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

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

10.5 Personnel File

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

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

10.6 Right to Have Steward Present

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

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

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

10.7 Employment Abandoned

Any employee who fails to report for work and does not notify her person in charge within three workdays, and who cannot give an acceptable reason for her absence, shall be considered as having abandoned 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. Examples of acceptable reasons may include, but not be limited to incapacitation due to illness or injury, natural disasters.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

"*Seniority*" shall be defined as the length of the employee's continuous employment with Eagle Valley Manor, Eagle Valley Lodge and Eagle Valley Haven, and shall be accumulated based on straight-time hours paid within a job classification since the most recent date of employment with the Employer. The Employer will recognize all service prior to April 1, 2012.

Seniority will be accumulated and recorded in separate seniority blocks between buildings, as well as by job classification. When the new facility opens the two seniority blocks currently in place, between the buildings, will be dovetailed and become one seniority block. Separate seniority blocks will continue to be in effect by job classification.

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

11.2 Seniority Lists

Seniority lists for regular full-time employees shall be posted within the first week of the months of January and July. Seniority lists for regular part-time and casual employees shall be posted within the first week of the months of January, April, July, and October. The seniority lists shall include the name, department, 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 designate) and to the steward(s). Such lists shall be open for final correction for a period of 30 calendar days following the posting, after which the seniority list will be considered accurate.

11.3 Loss of Seniority

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

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

11.4 Same Service Seniority Date

Where seniority rights are in dispute, and two or more employees have the same amount of seniority, the matter will be determined by chance.

ARTICLE 12 - VACANCY POSTING

12.1 Postings and Transfers

- (a) A posting shall be required for vacancies or new positions which are in excess of two 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.
- (b) A change in the starting or quitting times, shift schedules, master rotation or scheduled days off shall not constitute a vacancy.
- (c) The Employer agrees to post such vacancy or new job for a period of at least seven calendar days in advance of the selection. Applications must be received during the seven-day period or the closing date, whichever is longer, in order to be considered by the Employer.
- (d) The posting shall contain the following information: title of the job, qualifications, nature of the position, hours of work, shift schedule and wage rate.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of two months or less shall be filled in accordance with Article 29.
- (f) A copy of the job posting will be sent to the steward(s).

- (g) The Employer will only seek external candidates if the vacancy cannot be filled from the bargaining unit.
- (h) 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.
- (i) An employee granted a temporary promotion or transfer shall return to her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.

12.2 Eligibility to Apply for Postings

Employees who post into any temporary vacancy in the same classification will not be eligible to apply for any further temporary vacancy whose schedule conflicts with the current temporary position for a period of three months.

12.3 Selection Criteria

The successful applicant will be determined on consideration of the qualifications, knowledge, education, skills, experience and suitability. Where two or more applicants are relatively equal, the one with the greater seniority within the seniority block for the relevant job classification will be selected.

12.4 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 she has been appointed.

12.5 Qualifying Period

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of 300 hours worked if it is a different classification for that employee. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to her former position, she shall be returned to her former position and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to her former position, and wage or salary rate, without loss of seniority. The qualifying period may be extended by up to an additional 150 hours by mutual agreement between the Union and Employer.

12.6 Applications from Employees

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

12.7 Right to Grieve

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

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

An unsuccessful applicant may file a grievance at Step 1 within seven calendar days of receipt of the written reasons, outlined above.

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

ARTICLE 13 - LAYOFF AND RECALL

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.
- (b) A laid-off employee may displace a less senior employee in the same department provided the employee is qualified to do the job of the less-senior employee.

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

- (c) A displaced employee shall be entitled to bid on any vacancies or new positions at the worksite. The selection of the vacant position shall be in accordance with Clause 12.3.

Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one year and shall be rehired, subject to ability to do the work available, on the basis of last off - first on.

- (d) Employees on layoff shall be recalled by classification in order of seniority subject to ability to do the work available.

- (e) (1) After three consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one week's wages as compensation for length of service.

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

- (i) after 12 consecutive months of employment, to an amount equal to two weeks' wages;
- (ii) after three consecutive years of employment, to an amount equal to three weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of eight weeks' wages.

- (3) The liability is deemed to be discharged if the employee:

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

ARTICLE 14 - HOURS OF WORK

14.1 Continuous Operation

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

14.2 Hours of Work

The hours of work for a regular full-time employee will be eight hours per day, exclusive of unpaid meal breaks, depending on the employee's shift rotation and departmental operational requirements. The minimum annual hours for a regular full-time employee are 1900.

14.3 Scheduling

- (a) The Employer shall arrange all shift schedules and post them at least 14 days in advance of the effective date. When shift schedule changes are made, the shifts shall be offered to employees by classification and seniority.
- (b) Regular full-time employees, except by agreement between the Employer and the employee, shall not be required to work in excess of five consecutive shifts without receiving two consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15.
- (c) There shall be no split shifts.
- (d) An employee reporting to work at the call of the Employer shall be paid a minimum of two hours pay at her regular rate of pay if she does not commence work, and a minimum of four hours pay at her regular rate of pay if she commences work.
- (e) Employees may exchange shifts with the prior approval of the Employer, provided that there is no increase in cost to the Employer and a minimum of eight hours between shifts. Such requests shall not be unreasonably withheld.
- (f) If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of the next regular shift, the employee shall not be required to report to work until there are eight clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.
- (g) Where the Employer plans to implement a significant change in the shift schedule of regular employees, which will affect a majority of employees in the rotation, the change may be made provided that:
 - (1) the change is consistent with the operational requirements and the provisions of the collective agreement and is not capricious, arbitrary, discriminatory or in bad faith; and
 - (2) the Employer has inquired into and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the changes will have on the personal circumstances of such employees; and
 - (3) the Employer consults with the Union and engages in discussion regarding consideration of possible options and implementation, in advance of the change.

14.4 Shift Differential

Employees working the afternoon shift (shifts commencing at or after 4:00 p.m.) shall be paid a shift differential of 50¢ per hour for the entire shift worked.

Employees working the night shift (shifts commencing at or after 12:00 a.m.) shall be paid a shift differential of 50¢ per hour for the entire shift worked.

14.5 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 hours or more and shall be taken away from the worksite. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees who are unable to take their meal break away from the worksite and whose lunch break is not rescheduled will be paid for their lunch period at straight-time rate. The actual mealtime may be varied by mutual agreement at the local level between the employee and the supervisor/manager.
- (c) There shall be a designated area for staff to take their rest and meal breaks.

ARTICLE 15 - OVERTIME

15.1 Definition of Overtime

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

15.2 Authorization and Application of Overtime

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

15.3 Sharing of Overtime

- (a) Overtime may be offered first to those already on shift; otherwise overtime shall be allocated on an equitable basis within the appropriate classifications and based on employee availability. For the purpose of this clause, an effort by the Employer to contact an employee shall constitute an opportunity to work.
- (b) A refusal to work overtime shall constitute an opportunity to have worked.

15.4 Right to Refuse Overtime

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

15.5 Overtime for Part-Time and Casual Employees

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

A regular part-time or casual employee working less than the normal days per week of a full-time employee and who is requested to work other than her regularly-scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee. Overtime rates shall apply to hours worked in excess of normal workdays in the workweek of a full-time employee, except part-time or casual employees who also work casual hours may work up to six consecutive days without incurring overtime, providing they have a minimum of four days' rest every 14 calendar days.

15.6 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) subject to Clause 15.4, time and one-half for all hours worked on the employee's scheduled day of rest, but employees shall not have the day off rescheduled.
- (d) overtime shall be compensated and paid out within three weeks of its occurrence.

15.7 Callback

Regular employees called back to work on their regular time off shall receive a minimum of two hours' overtime pay at the applicable rate.

15.8 Rest Interval

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

15.9 Shift Exchanges

In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts. All shift exchanges must be approved in accordance with Clause 14.3(e).

15.10 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half hours overtime following her scheduled hours of work shall be provided with a meal. If no meal is available, the employee shall be reimbursed with a meal expense of \$10.

ARTICLE 16 - PAID HOLIDAYS**16.1 Paid Holidays**

(a) The following are recognized as statutory holidays at the facility:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	British Columbia Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

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

16.2 Working on a Statutory Holiday

Regular employees who are required to work on a statutory holiday with the exception of Christmas Day, shall be paid at a rate of one and one-half times her rate of pay for hours worked.

Regular employees who are required to work on Christmas Day, shall be paid at a rate of two and one-half times their rate of pay for all hours worked.

16.3 Christmas or New Year's Day Off

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

16.4 Paid Holiday Pay

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

ARTICLE 17 - PAID TIME OFF**17.1 Paid Time Off (PTO)**

Regular employees will be eligible for 0.1154 hours of paid time off (PTO) for every hour paid (e.g. 240 hours per year based on a 40-hour workweek). Regular employees may request PTO after completing their probationary period. Casual employees will not be eligible for PTO, but will receive 6% of earnings on each paycheque in lieu of PTO.

17.2 Planned PTO

(a) PTO requests for time off of two weeks or less shall be submitted 14 days in advance. PTO requests for time off of more than two weeks shall be submitted 30 days in advance. PTO requests shall be approved by the Employer within five calendar days of the submission dates above.

(b) If an employee cannot attend work due to illness or injury, the employee shall be required to use PTO as per Clause 18.1.

(c) Planned PTO shall be granted on the basis of service seniority within a job classification. An employee shall be entitled to receive her PTO in an unbroken period.

(d) Planned PTO, once approved, shall not be changed except in cases of emergency or by mutual agreement between the employee and the Employer.

17.3 Unplanned PTO

(a) Employees may opt to use PTO for any unplanned absences including, but not limited to, absences due to illness or injury. Employees shall not be required to use PTO for special leaves under Clauses 20.1 and 20.2.

(b) Requests for unplanned PTO shall be made in writing with five calendar days' notice. The Employer will respond to the request within three calendar days.

17.4 Callback

(a) Employees who have commenced their PTO shall not be called back to work, except in cases of extreme emergency.

(b) When, during any PTO period, an employee is recalled to duty, she shall be reimbursed for all reasonable expenses incurred thereby by herself, in proceeding to her place of duty and in returning to the place from which she was recalled upon resumption of PTO, upon submission of receipts to the Employer.

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

17.5 Paid Time Off Credits Upon Death

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

17.6 Reinstatement of PTO Days

In the event an employee is qualified for compassionate leave, prior to the commencement of her PTO period, there shall be no deduction from the PTO credits for such leave. The PTO period so displaced shall be added to the PTO period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Entitlement

If a regular employee cannot attend work due to illness or injury, the employee shall be required to use a minimum of 0.0307 hours of PTO for every hour paid (e.g. 60 hours per year based on a 37.5-hour workweek) off for scheduled or unscheduled medical leave prior to taking unpaid leave for illness or injury. Once an employee has used 0.0307 hours of PTO for every hour worked, they shall not be required to use any additional PTO for illness or injury per calendar year. However, an employee may opt to use PTO for additional absence due to illness or injury and must notify the Employer of their wish to do so.

Employees who wish to continue coverage under Article 24 Health and Welfare may do so as per Clause 20.5.

18.2 Medical Certificates

The Site Manager may require employees who are absent from work due to illness exceeding three consecutive shifts, exceed eight sick leave occurrences in one calendar year or appear to have a pattern

of absences, to provide a medical certificate. The cost of obtaining a medical certificate will be shared 50/50 with the employee and the Employer. Medical notes that include diagnostic information will be forwarded to the Human Resources Representative in a sealed envelope to protect the employee's privacy. The Human Resources Representative will be responsible for the privacy of such information and determining if the leave is approved or not.

18.3 Employee to Inform Employer

The employee shall advise the Site Manager at least 24 hours prior to the start of her next shift or as soon as possible of her inability to report to work because of sickness or injury, the nature of the illness or injury, and the probable date of her return to work.

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

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

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

18.4 Probationary Period

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

18.5 Third Party Coverage

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

ARTICLE 19 - WORKERS' COMPENSATION

19.1 Sick Leave/Workers' Compensation

Paid time off shall be paid for one day or less not covered by the *Workers Compensation Act*.

19.2 Benefits While on Compensation

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

- (a) seniority hours pursuant to Clause 11.1 shall continue to accrue;

- (b) PTO entitlement in Clause 17.1 shall continue to accrue; and
- (c) the Health and Welfare provisions of Article 24 will continue to apply for 20 working shifts or the end of the calendar month in which the employee is injured whichever is greater.

19.3 Employee to Contact Employer

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

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

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

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. The employee will be required to provide documentation to support her request for such leave. There will be no interruption in the accrual of seniority or benefits provided for under Article 24.

20.2 Bereavement Leave

- (a) In the event of the death of an immediate family member, an employee who is not on unpaid leave of absence shall be entitled to bereavement leave, at her regular rate of pay, for three days. The employee shall be entitled to two additional days off, with pay, to travel in conjunction with the bereavement leave day.
- (b) In the alternative to (a) above, if an established ethno-cultural or religious practice provides for ceremonial occasions other than the bereavement period between the date of death and the date of the funeral, an employee may take the bereavement leave day and any necessary travel time referred to (a), at the time of the ceremonial occasion.
- (c) "*Immediate family*" is defined as an employee's parent, stepparent, foster parent, spouse, common-law spouse, child, legal stepchild, legal ward, legal guardian, brother, sister, stepsibling, father-in-law, mother-in-law, grandparent, spouse's grandparent, grandchild, spouse's grandchild, daughter-in-law, son-in-law, and any other relative permanently residing in the employee's household or with whom the employee resides. In the event of the death of the employee's aunt or uncle, the employee shall be entitled to bereavement leave for one day.
- (d) If an employee is on PTO at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to PTO.

20.3 Unpaid Leave for Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office as per Clauses 20.4 and 20.5.

20.4 General Leave

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

(b) Such leave shall not be granted where the employee is assuming other employment. Leaves shall not be extended beyond six months, except in exceptional or unusual circumstances.

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

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

20.5 Health and Welfare Benefits While on Unpaid Leave of Absence

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 leave of absence or accumulation of leaves of absence in excess of 20 work shifts in any calendar year, benefit coverage may be continued by the employee, 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.

20.6 Education Leave

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

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

(c) Educational courses referred to on a job description shall not be paid for by the Employer and employees may use PTO or unpaid leave. This does not apply to required renewals for first aid courses, the cost of which shall be borne by the Employer.

20.7 Jury Duty and Leave for Court Appearances

Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An employee in receipt of her regular earnings while serving

at a court shall remit to the Employer all monies paid to her by the court, except travelling and meal allowances not reimbursed by the Employer.

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

ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE

21.1 Maternity Leave

(a) A pregnant employee who requests leave under this agreement is entitled to 17 weeks of unpaid leave:

(1) *Beginning:*

- (i) no earlier than 11 weeks before the expected birth date; and
- (ii) no later than the actual birth date.

(2) *Ending:*

- (i) no earlier than six weeks after the actual birth date, unless the employee requests a shorter period; and
- (ii) no later than 17 weeks after the actual birth date.

(b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to six consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.

(c) An employee is entitled up to six additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Section (a) or (b).

(d) A request for leave must:

- (1) be given in writing to the Employer;
- (2) if the request is made during the pregnancy, be given to the Employer at least four weeks before the day the employee proposes to begin leave; and
- (3) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Section (c).

(e) A request for a shorter period under Subsection (a)(2)(i) must:

- (1) be given in writing to the Employer at least one week before the date the employee proposes to return to work; and
- (2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

21.2 Parental Leave

- (a) An employee who requests parental leave under this article is entitled to:
- (1) for a birth mother who takes leave under Clause 21.1 in relation to the birth of a 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 21.2 unless the Employer and the employee agree otherwise
 - (2) for a birth mother who does not take leave under Clause 21.2 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 the event
 - (3) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event and
 - (4) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning after the child is placed with the parent
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Section (a).
- (c) A request for leave must:
- (1) be given in writing to the Employer;
 - (2) if the request is for leave under Subsection (a)(1) or (a)(2), be given to the Employer at least four weeks before the employee proposes to begin leave; and
 - (3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement leave.
- (d) An employee's combined entitlement to leave under Clauses 21.1 and 21.2 is limited to 52 weeks plus any additional leave the employee is entitled to under Clause 21.1(c) or 21.2(c).

21.3 Return from Leave

An employee on maternity or parental leave pursuant to Clauses 21.1 and 21.2 shall provide the Employer with at least one month's written notice. On return from leave, an employee shall be placed in her former position or where the position no longer exists in a position of equal rank and basic pay. Where no position exists, Article 13 shall apply.

The employee shall not have an advantage over other employees as a result of such leave.

21.4 Benefit Plan

If an employee maintains coverage for benefits while on maternity 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.

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

21.5 Sick Leave

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

21.6 Paid Time Off (PTO)

The employee shall retain PTO credits she had accrued immediately prior to commencing the leave.

21.7 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity or parental leave shall retain the seniority she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which her leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave or if she does not return to work on the date specified on the notice of return from leave.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Safety Committee

A safety and health committee shall be established. Unless otherwise mutually agreed, the committee shall be composed of:

- (a) up to two representatives appointed by the Employer; and
- (b) up to two representatives or their alternate(s) as appointed by the Union.

The union representatives shall be employees at the worksite.

22.2 Committee Responsibilities

The Safety and Health 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.

22.3 Date of Injury

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

22.4 Transportation

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

22.5 Right to Refuse Unsafe Work

No employee shall be disciplined for refusal to work where they can demonstrate that the work is unsafe as per the *Workers Compensation Act* and regulations.

22.6 Pay to Attend Meetings

Members of the Safety Committee who attend Safety Committee meetings outside normal working hours shall be paid straight-time pay, which will be paid out within three weeks of its occurrence.

22.7 Investigation of Accidents

The Occupational Health and Safety 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 Committee. The Committee may investigate the incident jointly, by one representative of the Union and one employer representative and report to the Union and the Employer on the nature and cause of the accident or injury. Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board.

In the event of a fatality, the Employer shall immediately notify the President of the Union (or designate) and the bargaining committee Chairperson.

22.8 Aggressive Residents

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

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

(c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The OHS Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 8.90 of the Protection of Workers from Violence Workplace Regulations, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present, when possible, or that staff are sufficiently protected to ensure their safety in situations where overly aggressive behaviour by clients can be anticipated to occur.

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

22.9 Employees Working Alone

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

(b) The Employer shall set up a check-in procedure for all employees who work alone under conditions which present a risk of disabling injury as outlined in the WorkSafeBC OH&S Regulations, in consultation with employees who work alone and the Joint OH&S Committee. The procedure will be set up with log books indicating who and how each employee was checked for safety with dates and times of every check. The Employer shall pay for any costs associated with the implementation of the procedure.

ARTICLE 23 - CONTRACTING OUT

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

ARTICLE 24 - HEALTH AND WELFARE

24.1 Benefit Coverage

(a) *Extended Health - Prescription Drugs*: The Employer will pay 100% of the premium cost. The plan follows the BC Provincial Drug Formulary and allows Special Authority Requests for a limited number of prescription drugs that are not covered under the mainstream drug formulary. Eligible employees will receive a maximum benefit of up to \$2,000 per calendar year. Note 1. The employee must register for Fair Pharmacare. Note 2. Employee will pay any dispensing fee charge in excess of \$7.50 per prescription or refill. The benefit plan will provide for a direct pay drug card.

(b) *Extended Health Care*: The Employer will pay 100% of the premium cost. The plan covers paramedical services \$500 per practitioner per calendar year up to a combined maximum of \$1,000 per calendar year; optometric eye exams at \$70 per year, prescription eye glasses/contact lenses at \$400 per 24 months; out of province emergency travel coverage and referral services.

(c) *Dental Services*: The Employer will pay 100% of the premium cost. The plan covers basic services, comprehensive basic services, and major services. Preventative and comprehensive basic services are reimbursed at 90% and major services are reimbursed at 50%. The plan pays a maximum of \$2,000 per covered person per year for all services combined.

(d) *Group Life Insurance*: The Employer will pay 100% of the premium cost. Group Life Insurance is a taxable benefit to the employee. The plan provides insurance benefit for the participant of \$100,000 for each accidental death and dismemberment and for life insurance. Dependant life insurance benefit coverage is \$10,000 for spouse and \$5,000 for each child.

(e) *Long-Term Disability Plan*: The Employee will pay 100% of the premium cost. The amount of the monthly benefit is the lesser of 66.7% of the gross monthly income determined at the beginning of disability (up to a maximum of \$6,000 per month) or 85% of the net monthly income determined at the beginning of disability less all applicable reductions.

(f) *Benefit Coverage Brochure*: Detailed information will be provided in the benefit information brochure upon enrolment of qualifying employees in the plan.

24.2 Commencement of Coverage

(a) Coverage under the provisions of this article shall apply to regular full-time and regular part-time employees who work 20 hours or more per week and shall commence the first day of the calendar month immediately following the completion of the employee's probationary period.

(b) *Casual Employees Working Regular Assignments Exceeding Six Continuous Months*: Casual employees who temporarily fill a specific regular full-time or regular part-time position are entitled to the health and welfare plans specified under this article provided the specific assignment exceeds six continuous months in duration and the employee works at least 20 hours or more per week. Benefits will apply for the duration of the specified temporary assignment only and shall commence the first day of the calendar month immediately following the completion of 488 hours of work at the facility.

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

24.3 Employer to Arrange for Coverage

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

ARTICLE 25 - WORK CLOTHING AND RELATED SUPPLIES

The Employer will supply suitable gloves and aprons and other protective clothing to employees required by the Employer to wear same.

If the Employer was to require a uniform to be worn by staff, the Employer must provide and maintain such (including regular cleaning).

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Paydays

- (a) Employees shall be paid biweekly by direct deposit.
- (b) The distribution of paycheque stubs shall be on the payday.

26.2 Pay on Temporary Assignment

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

26.3 Responsibility Pay

An employee temporarily assigned by the Employer to a position with a rate of pay higher than her rate of pay shall be paid the higher rate of pay for the shift.

An employee temporarily assigned by the Employer to an excluded position shall be paid a premium of \$2 per hour for each hour worked in the excluded position.

26.4 Mileage

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

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

26.5 Annual Lump Sum Payment

Regular employees will be paid a lump sum payment of \$200 per year, and casual employees will be paid a lump sum payment of \$50 per year. This payment will be made each year on the first payday in December, to all staff who are employed as of December 1st of each year.

ARTICLE 27 - NOTICE OF NEW AND CHANGED POSITIONS

27.1 Job Descriptions

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

27.2 New Classifications/Duties

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

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

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

If the Union deems it necessary, they may request to meet with the Employer to review the classification and rate if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 9.

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 28 - GENERAL CONDITIONS

28.1 Indemnity

Except where there has been negligence or a criminal act 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 her duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action.

28.2 Employer Property

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

28.3 Copies of Agreement

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

Initially the Union will provide 15 copies of the agreement for distribution. Thereafter, the Employer will print additional copies required. The Employer will be responsible for the printing of copies for the excluded staff.

28.4 Volunteers and Bargaining Unit Work

The use of volunteers 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.

28.5 Personal Property Damage

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

28.6 Joint Labour-Management Committee

- (a) The parties agree to establish a joint committee composed of up to two employees appointed by the Union, a union staff representative(s) and representatives of the Employer.
- (b) The Joint Committee shall meet semi-annually, or at the call of either party, by teleconference, unless mutually agreed otherwise. 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 alternating chair and distributed to committee members and the union office.

28.7 Employee Access to Leave Records

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

28.8 In-Service Education and Staff Meetings

The parties recognize the value of in-service training both to the employee and the Employer. Employees who are required to attend training seminars or staff meetings shall be paid their appropriate rate of pay (including overtime, if applicable). When the meeting is voluntary, the employee has no obligation to

attend. The employees should have a minimum of three mandatory staff meetings per calendar year. Employees will be paid a minimum of two hours at the straight-time rate for each meeting. Employees living greater than 10 kilometres from the worksite may also claim mileage to and from their residence for the staff meeting unless the meeting abuts their shift.

ARTICLE 29 - CASUAL CALL-IN

29.1 Part-Time Employees

- (a) Part-time employees may apply for casual work as long as this does not conflict with their regularly scheduled hours of work. For example, a situation where a conflict occurs is if you are scheduled for a shift (i.e., six hours) and another shift (i.e., seven and one-half hours) becomes available on the same day.
- (b) Part-time employees must notify the Manager/designate, in writing, of their interest for casual work.
- (c) Once part-time employees have provided notice of interest in writing, they will be placed on the casual register, in order of seniority.

29.2 Casual Employees

Casual employees shall be called to work in order of seniority

29.3 Procedure for Calling Part-Time and Casual Employees for Casual Work

- (a) Casual and part-time employees shall provide up to two phone numbers in which to be contacted at for casual shifts.
- (b) Availability sheets are due by the 15th of the month for the following month (i.e. January 15th for February).
- (c) If an employee's availability changes after being submitted, she must provide an updated availability sheet to the Housing Administrator as soon as possible.
- (d) Employees who do not submit their availability form by the deadline will not be called.
- (e) The log will be kept of all calls made for casual call-in. The logbook shall show:
 - (1) the date;
 - (2) employee called;
 - (3) time called;
 - (4) the position/shift being called to fill;
 - (5) the outcome of the call (accept, decline, no answer, answering machine, message left);
 - (6) signature of caller.
- (f) If lead time for the shift to be filled is zero to less than seven days, casual and part-time employees will be called in order of seniority, letting the phone ring six times per call or leaving a message. The first casual or part-time employee contacted and accepting the shift will receive the shift and it cannot be subsequently changed.
- (g) If lead time for a shift to be filled is more than seven days, casual and part-time employees will be called in order of seniority. If the employee does not answer, a message will be left and the employee will be given one hour to return the call before the next employee is called for the shift.

- (h) The Housing Administrator or Administrative Assistant will be responsible for replacing shifts, unless delegated to an employee on shift. Overtime must be pre-approved by management.
- (i) Where the schedule of a part-time employee registered for casual work conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work, except that where the assignment is longer than three days, the employee shall be relieved of her regular schedule at the option of the employee. A part-time employee must take the entire block of shifts offered.
- (j) Casual employees who do not work three shifts within a five-month period, provided they have been offered a minimum of three shifts during that period, will be deemed to have terminated their employment.

ARTICLE 30 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

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

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

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

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

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

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

ARTICLE 31 - TERM OF AGREEMENT

31.1 Duration

This agreement shall be binding and remain in effect until midnight April 30, 2022.

31.2 Notice to Bargain

- (a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after January 1, 2022 but in any event, no later than midnight on February 28, 2022.
- (b) Where no notice is given by either party prior to February 28, 2022 both parties shall be deemed to have given notice under this section on February 28, 2022.
- (c) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Administrator.

31.3 Change in Agreement

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

31.4 Agreement to Continue in Force

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

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

31.5 Effective Date of Agreement

The provisions of this agreement shall come into full force upon ratification unless otherwise specified.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Kaija Isherwood
Housing Administrator

Delia Kramer
Bargaining Committee Member

Charlotte Hutchinson
Board Member

Tonia Mallow
Bargaining Committee Member

Barbara Layton
Bargaining Committee Member

Brenda Beckmann
Staff Representative

Dated this _____ day of _____, 20 _____.

APPENDIX 1
Wage Schedule – Classifications and Hourly Rates

Position	Current	April 1, 2017 + 1.5%	April 1, 2018 +1.5%	April 1, 2019 +1.5%	April 1, 2020 +1.5%	April 1, 2021 +1.5%
Events Coordinator Probationary 0 – 243 hours	-	15.51	15.74	15.98	16.22	16.46
Events Coordinator Probationary 244 – 488 hours	-	16.37	16.62	16.87	17.12	17.38
Events Coordinator	16.98	17.23	17.49	17.76	18.02	18.29
Registered Care Aid Probationary 0 – 243 hours	-	17.86	18.05	18.32	18.60	18.88
Registered Care Aid Probationary 244 – 488 hours	-	18.77	19.06	19.34	19.63	19.93
Registered Care Aid	19.47	19.76	20.06	20.36	20.66	20.98
Cook Probationary 0 – 243 hours	-	16.67	16.92	17.18	17.43	17.69
Cook Probationary 244 – 488 hours	-	17.60	17.86	18.13	18.40	18.68
Cook	18.25	18.52	18.80	19.08	19.37	19.66
Multi-Service Worker Probationary 0 – 243 hours	-	15.60	15.84	16.07	16.32	16.56
Multi-Service Worker Probationary 244 – 488 hours	-	16.47	16.72	16.97	17.22	17.48
Multi-Service Worker	17.08	17.34	17.60	17.86	18.13	18.40
LPN Probationary 0 – 243 hours	-	24.45	24.82	25.19	27.57	25.96
LPN Probationary 244 – 488 hours	-	25.81	26.20	26.59	26.99	27.40
LPN	26.77	27.17	27.58	27.99	28.41	28.84

The probationary rate may be waived for new hires based on previous experience in their field. Waiving of this rate shall be considered by the labour-management committee.

APPENDIX 2
List of Arbitrators/Investigators

Irene Holde
Mark Brown
Mark Atkinson

MEMORANDUM OF AGREEMENT 1

Staff Meals

The parties agree that the following shall govern the price charged to employees for staff meals at the facility. All employees shall pay the following for meals until the end of this agreement:

Lunch \$3.50

Dinner \$3.50

MEMORANDUM OF AGREEMENT 2

Wage Negotiations Prior to Expiry of Collective Agreement

It is agreed that the parties may meet to discuss possible wage increases for the next collective agreement prior to the Employer submitting a proposal to the Interior Health Authority for funding that would impact future wage increases. This meeting would occur in the fall of 2021.