

COLLECTIVE AGREEMENT

between

THE ROYALE PACIFICA RESORT RETIREMENT LIVING

and the

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

Effective from March 31, 2017 to March 31, 2020

TABLE OF CONTENTS

DEFINITIONS.....	1
ARTICLE 1 - PREAMBLE	1
1.1 Purpose of Agreement.....	1
1.2 Future Legislation	1
1.3 Licensed Premises.....	1
1.4 Conflict with Policy	1
1.5 Use of Feminine and Singular Terms.....	2
ARTICLE 2 - BARGAINING AGENT RECOGNITION	2
2.1 Bargaining Unit Defined.....	2
2.2 Bargaining Agent Defined.....	2
2.3 No Other Agreement	2
2.4 Union and Employer Representation.....	2
2.5 Correspondence.....	2
2.6 Recognition and Rights of Stewards	2
2.7 Bulletin Boards	2
2.8 No Discrimination	2
2.9 Union Insignia	3
2.10 Right to Refuse to Cross Picket Lines	3
2.11 Leave of Absence for Union Business	3
ARTICLE 3 - UNION SECURITY.....	3
3.1 Union Membership.....	3
ARTICLE 4 - UNION DUES	4
ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES	4
ARTICLE 6 - MANAGEMENT RIGHTS	4
6.1 Rights Reserved.....	4
6.2 Employer Rules	5
ARTICLE 7 - EMPLOYER-UNION RELATIONS.....	5
7.1 Labour/Management Committee	5
7.2 Technical Information.....	5
7.3 Union Representative.....	6
ARTICLE 8 - GRIEVANCE PROCEDURE	6
8.1 Definition of Grievance.....	6
8.2 Step 1.....	6
8.3 Step 2.....	6
8.4 Time Limit to Respond at Step 2	6
8.5 Step 3.....	7
8.6 Time Limit to Respond at Step 3	7
8.7 Time Limits to Submit to Arbitration	7
8.8 Dismissal or Suspension Grievance	7
8.9 Deviation from Grievance Procedure	7
8.10 Amending Time Limits	7
8.11 Policy Grievance.....	7
8.12 Alternate Dispute Resolution Procedure	8
8.13 Failure to Observe Time Limits.....	8

8.14	Management Grievance	8
8.15	Technical Objections to Grievances	8
ARTICLE 9 - ARBITRATION		8
9.1	Appointment of a Single Arbitrator	8
9.2	Binding Decision	9
9.3	Jurisdiction of the Arbitrator	9
9.4	Cost of Arbitrator	9
9.5	Amending Time Limits	9
9.6	Expedited Arbitration	9
ARTICLE 10 - DISCIPLINE AND DISMISSAL		9
10.1	Discipline	9
10.2	Notice of Dismissal or Suspension	10
10.3	Personnel File	10
10.4	Union Steward Representation	10
10.5	Employment Abandoned	11
ARTICLE 11 - SENIORITY		11
11.1	Seniority Defined	11
11.2	Temporary Assignments Outside the Bargaining Unit	11
11.3	Probationary Employees	11
11.4	Loss of Seniority	11
11.5	Seniority Lists	12
ARTICLE 12 - VACANCY POSTING		12
12.1	Job Postings	12
12.2	Temporary Appointments	12
12.3	Probationary Period and Trial Period	13
12.4	Selection Criteria	13
ARTICLE 13 - LAYOFF AND RECALL		13
13.1	Layoff and Bumping	13
13.2	Recall	14
13.3	Department Reorganization	14
ARTICLE 14 - HOURS OF WORK		15
14.1	Hours of Work	15
14.2	Scheduling	15
14.3	Changes in Scheduling	16
14.4	Exchange of Shifts	16
14.5	Inability to Report to Work	16
14.6	Minimum Hours	16
14.7	Meal and Rest Periods	16
14.8	Daylight Savings Time	17
14.9	Employee Attendance at Staff Meetings	17
14.10	Night Shift Premium	17
ARTICLE 15 - EDUCATION		17
15.1	Education	17

ARTICLE 16 - SPECIAL CLOTHING ALLOWANCE	17
ARTICLE 17 - PAID HOLIDAYS	17
17.1 Paid Holidays	17
17.2 Paid Holiday Calculation for Regular Employees	18
17.3 Holiday Falling on a Day of Rest	18
17.4 Absences on a Paid Holiday	18
17.5 No Pyramiding	18
17.6 Holiday Pay for Regular Full-Time Employees	18
17.7 Holiday Pay for Regular Part-Time Employees	18
ARTICLE 18 - OVERTIME.....	19
18.1 Overtime	19
ARTICLE 19 - VACATION.....	19
19.1 Vacation Entitlement	19
19.2 Vacation Carryover	20
19.3 Scheduling of Vacation	20
19.4 Vacation Pay on Termination	20
19.5 Reinstatement of Vacation Days	20
ARTICLE 20 - SICK LEAVE	21
20.1 Sick Leave Benefit	21
20.2 Certification of Fitness	21
20.3 Notice of Absence/Return to Work.....	21
20.4 Integration with Other Disability Income	21
ARTICLE 21 - LEAVES OF ABSENCE.....	22
21.1 General Leave	22
21.2 Jury and Witness Leave	22
21.3 Bereavement Leave	22
21.4 Family Responsibility Leave.....	22
21.5 Unpaid Leave - Public Office.....	23
21.6 Compassionate Care Leave	23
ARTICLE 22 - PREGNANCY, PARENTAL AND ADOPTION LEAVE	23
22.1 Pregnancy Leave	23
22.2 Parental Leave.....	24
22.3 Combined Maternity and Parental Leave	25
22.4 Employment Deemed Continuous	25
22.5 Return from Leave	25
22.6 Benefit Plan	25
22.7 Sick Leave	25
22.8 Vacation	25
22.9 Seniority Rights on Reinstatement.....	25
ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY	25
23.1 Health and Safety Committee	25
23.2 Investigation of Accidents	26
23.3 Transportation of Accident Victims.....	26
ARTICLE 24 - HEALTH CARE BENEFITS.....	26
24.1 Eligibility and Enrollment of Health Care Plans	26
24.2 Health Care Plan	27

24.3	BC Medical Services Plan	27
24.4	Selection of Carrier	27
24.5	Employer and Employee Responsibilities	27
24.6	Benefit Plan Premiums	27
ARTICLE 25 - PAYMENT OF WAGES		27
25.1	Rates of Pay.....	27
25.2	Payment of Wages Upon Termination, Layoff or Resignation.....	28
ARTICLE 26 - JOB CLASSIFICATIONS AND WAGE RATES		28
26.1	Job Descriptions	28
ARTICLE 27 - GENERAL CONDITIONS		28
27.1	Indemnity	28
27.2	Copies of the Collective Agreement.....	28
27.3	Lockup for Personal Effects	29
27.4	Role of Volunteers	29
27.5	Contracting Out.....	29
ARTICLE 28 - HARASSMENT		29
28.1	Harassment	29
ARTICLE 29 - CASUAL EMPLOYEES.....		30
29.1	Definition of Casual Employee	30
29.2	Change of Status	30
29.3	Application of Agreement	30
29.4	Employee Call-in (Casual/Part-time).....	31
29.5	Procedure for Calling Casual and Part-Time Employees for Casual Work.....	31
29.6	Vacation Pay for Casual Employees	33
29.7	Holiday Pay for Casual Employees	33
ARTICLE 30 - DURATION OF AGREEMENT.....		33
30.1	Duration	33
30.2	Notice to Bargain	33
30.3	Agreement to Continue in Force.....	33
30.4	Section 50(2) and (3) Excluded.....	33
30.5	Change in Agreement	34
APPENDIX 1 - Wage Grid.....		35
LETTER OF UNDERSTANDING – Vacation Entitlement - Vacation Accrual		36

DEFINITIONS

"*Continuous service*" means uninterrupted employment with the Employer.

"*Casual Employee*" defined:

Casual employees are those employees employed on an "*on call*" basis to cover absences of regular employees or augment staff during peak periods. Casual employees do not work a regular schedule or do so for a specified period of time. These periods will not exceed three months without the agreement of the Union. Casual employees will be considered internal applicants when applying for vacancies.

"*Day*", "*Week*", "*Month*", "*Year*" means a calendar day, week, month, year unless otherwise specified in this agreement.

"*Regular Employee*" defined:

(1) "*full-time employees*" - full-time employees are regularly scheduled employees who work an average of 37½ or more hours per week on a continuing basis.

(2) "*part-time employees*" - part-time employees are employees who are regularly scheduled to work less than 37½ hours per week.

"*Spouse*" means a person of the opposite sex or same sex to whom the employee is legally married or with whom the employee has cohabited in a common-law relationship for one year or more.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The parties to this agreement desire to foster and maintain a relationship amongst the Employer, the Union and the employees, which is in every respect conducive to their mutual well-being; and
- (b) Establish and maintain orderly collective bargaining procedures between the Employer and the Union.

1.2 Future Legislation

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

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

1.3 Licensed Premises

It is mutually agreed that upon the implementation of any changes in the Liquor Control Board Regulations governing licensed premises and if problems arise as a result of these changes, the Union and Employer will attempt to negotiate an agreement.

1.4 Conflict with Policy

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

1.5 Use of Feminine and Singular Terms

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

ARTICLE 2 - BARGAINING AGENT RECOGNITION

2.1 Bargaining Unit Defined

The bargaining unit will be comprised of all employees classified in Appendix 1 - Wage Grid.

2.2 Bargaining Agent Defined

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

2.3 No Other Agreement

No employee covered by this agreement will be permitted or required to make a written or oral agreement with the Employer, which may conflict with this agreement.

2.4 Union and Employer Representation

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

2.5 Correspondence

The parties agree that all correspondence between the Employer and the Union related to matters covered by this agreement will be sent to the President of the Union or his/her designate as the case may be.

2.6 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards and agrees to advise the Employer in writing of any change of steward as soon as possible. The Employer will recognize up to three stewards elected or appointed by the Union. The Union will encourage employees from all departments to run for election as stewards.

(b) A steward will receive the permission of the immediate supervisor/designate before leaving work to perform duties as a steward. Such permission, subject to operational requirements, will not be unreasonably withheld. Leave for this purpose will be without loss of pay. The steward will notify the immediate supervisor/designate on completion of their union duties.

2.7 Bulletin Boards

The Employer agrees to supply an exclusive bulletin board for the posting of union notices in such place so as to inform employees in the bargaining unit of the activities of the Union. The location of the bulletin board will be determined by mutual agreement.

2.8 No Discrimination

The Employer and the Union agree that there will be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of his/her membership or lawful

activity in the Union. In addition, the parties hereby subscribe to the principles of the *Human Rights Code* of British Columbia.

2.9 Union Insignia

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

2.10 Right to Refuse to Cross Picket Lines

Employees covered by this collective agreement will have the right to refuse to cross a legal picket line arising out of a labour dispute as defined in the *Labour Relations Code*. Any employees failing to report for duty will be considered to be absent without pay and benefits. Failure to cross a legal picket line encountered in carrying out the Employer's business will not be considered a violation of this agreement nor will it be grounds for disciplinary action.

2.11 Leave of Absence for Union Business

(a) The Employer will grant leaves of absence to employees to attend union conventions, for negotiations of the collective agreement with the Employer and other union business provided that such leave will not unduly affect the proper operations or be detrimental to the proficient operations of the Employer.

(b) In requesting such leaves of absence, the Union will, whenever possible, give 14 days' written notice to the Employer to be confirmed in writing.

(c) To facilitate the administration of this clause, when leave is granted the leave will be without loss of pay. The Union will reimburse the Employer for all salary and benefit costs including travel time incurred.

(d) *Bargaining Committee*

It is agreed that the Union will elect three employees who will represent the Union in negotiations of subsequent collective agreements with the Employer. Leave of absence for this purpose will include time to attend bargaining committee meetings and meetings with the Employer. It is understood that Subsections (b) and (c) will apply to this article.

(e) The Employer will grant, on request, leave of absence without pay for:

- (1) Employees selected for a full-time position with the Union for a period of one year;
- (2) An employee elected to the position of president or treasurer of the B.C. Government and Service Employees' Union for a period of three years; and
- (3) An employee elected to any body to which the Union is affiliated for a period of one year;

Leave granted under (1), (2), or (3) above will be renewed upon written request.

ARTICLE 3 - UNION SECURITY

3.1 Union Membership

(a) Employees within the bargaining unit, who were employed and were not members of the Union prior to October 17, 2013, will have the option of joining the Union.

- (b) Employees within the bargaining unit, who were members of the Union as of October 17, 2013 or thereafter became members of the Union will, as a condition of continued employment, maintain such membership.
- (c) Employees hired on or after October 17, 2013 are required to become members of the Union and to maintain such membership as a condition of employment.
- (d) Nothing in this collective agreement will be construed as requiring an employee who was hired prior to the certification date to become a member of the Union.

ARTICLE 4 - UNION DUES

- (a) The Employer is authorized and will deduct in each pay period, an amount equal to union dues from each employee's pay. An employee will, as a condition of employment, complete an authorization form providing for the deduction from the employee's biweekly pay an amount equivalent to the regular dues and/or assessments payable to the Union by a member of the Union.
- (b) The Employer will remit any dues deducted to the Union along with a list of employees and the amounts deducted within 30 days of the end of the month of the deduction. The list will include the employee name, social insurance number, classification, the pay period earnings and the amount of dues deducted. The Employer will, whenever possible, provide the information electronically in a ".csv" or ".xls" or ".xlsx" file format.
- (c) The total amount of union dues deducted from an employee's pay will be indicated on the employee's T4 slip.
- (d) The Union will advise the Employer in writing, 30 days in advance of the amount of its dues and/or any changes in the amount of dues to be deducted.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

- (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions set out in the articles dealing with Union Security and Dues Check-off.
- (b) The Employer will notify the steward of the name and start date of all new employees. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union, at a time that does not interfere with the care of residents.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 Rights Reserved

The Union recognizes and agrees that except as specifically and expressly abridged, restricted, granted or modified by this agreement, all of the rights, powers and authority which the Employer had prior to the signing of this agreement are retained solely and exclusively by the Employer, including but not limited to, the management, operation and direction of its workforce and the maintenance of order, discipline and efficiency of its operation.

6.2 Employer Rules

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

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Labour/Management Committee

- (a) A labour/management committee will be established, consisting of two employees from different departments and two representatives of the Employer. The Union will appoint the employees who will sit on the Labour/Management Committee and the Employer will appoint their representatives.
- (b) The Labour/Management Committee will meet at least once every two months during the term of this agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this agreement. Dates and times of these meetings will be mutually agreed by the committee members and the parties will endeavour to schedule the meetings on a date and time when the committee members are scheduled to work. An agenda for each meeting will be distributed to the members of the Committee prior to the date of the meeting. If there are no agenda items, the Committee may decide to cancel or postpone a scheduled meeting. With a minimum of one week's written notice from either party, the Labour/Management Committee may meet more frequently than bimonthly. The written request must include a proposed date and time for the requested meeting and a proposed agenda. The purpose of the Labour/Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.
- (c) The Committee will not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee will not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.
- (d) The Committee will 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.
- (e) Minutes of the Labour/Management Committee will be transcribed by the Employer, and upon approval of the members of the Committee, distributed to all committee members and posted on all union bulletin boards.
- (f) Employees will not suffer any loss of basic pay for time on this committee and the meeting will be on employer time or the Employer will pay employees equivalent time spent at the meeting at straight-time rates.

7.2 Technical Information

Every October for the duration of the collective agreement the Employer will provide the Union with the following information for each member of the bargaining unit:

- (1) Name;
- (2) Mailing address;

- (3) Home telephone number;
- (4) Job title of position currently held;
- (5) Current wage rate; and
- (6) Status

The Union indemnifies the Employer in regards to the provision of this information and in the case of any complaint it will be directed to the BCGEU Privacy Officer.

7.3 Union Representative

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Definition of Grievance

- (a) "*Grievance*" means any difference or dispute arising between the parties concerning:
 - (1) the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable; or
 - (2) the dismissal, discipline or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance will be the procedure in this article.

8.2 Step 1

Within seven calendar days of the alleged violation, the employee, (and a shop steward if the employee so wishes) will attempt to resolve the grievance through discussion with his or her supervisor.

A grievance will not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and the Supervisor, or their designate, in accordance with Step 1 of the grievance procedure unless the dispute includes the discharge or suspension of five days or greater of an employee.

8.3 Step 2

If the matter is not resolved at Step 1, the employee, or a union representative at the employee's option, will present the grievance in writing to the Employer's designate, clearly setting forth full particulars of the alleged violation, including the article(s) involved and the remedy sought. The written grievance must be presented within 21 calendar days of the alleged violation.

8.4 Time Limit to Respond at Step 2

Within seven calendar days following receipt of the written grievance, the Employer's designate will provide the employee and the Union with a written reply.

8.5 Step 3

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

- (a) 14 calendar 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) 14 calendar days after the Employer's reply was due.
- (c) The Union and the Employer will meet within 14 calendar days of the grievance being filed at Step 3 to discuss the grievance.

8.6 Time Limit to Respond at Step 3

The Employer will reply in writing to the grievance within seven calendar days of the meeting under Clause 8.5 - Step 3 (b).

8.7 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9 - Arbitration, the President or his/her designate, may inform the Employer in writing of his/her intention to submit the dispute to arbitration within:

- (a) 21 calendar days after the Employer's decision has been received; or
- (b) 21 calendar days after the Employer's decision was due, whichever occurs first.

8.8 Dismissal or Suspension Grievance

In the case of a dispute arising from an employee's discharge or suspension of five days or greater, a grievance may be filed in writing at Step 3 of the grievance procedure within 10 calendar days of the date on which the dismissal or suspension occurred, or within 10 calendar days of the employee receiving notice of dismissal or suspension, whichever occurs later.

8.9 Deviation from Grievance Procedure

- (a) The Employer agrees that, after the Union has initiated a grievance, the Employer's representative will not enter into discussion with respect to the grievance, whether directly or indirectly, with the aggrieved employee without the consent of the Union.
- (b) In the event that after having initiated a grievance an employee endeavours to pursue the same grievance through any other channel, the Union agrees that, pursuant to this article, the grievance will be abandoned.

8.10 Amending Time Limits

The time limits fixed in the grievance/arbitration procedure are mandatory but may be altered in writing by mutual agreement of the parties. Such agreement will not be unreasonably withheld.

8.11 Policy Grievance

- (a) Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute will be discussed initially with the Employer or designate and the Union within 21 calendar days of the occurrence.
- (b) Where no satisfactory agreement is reached, either party, within 21 calendar days, may submit the dispute to arbitration and will then set forth the particulars in writing of the alleged violation to the other party.

(c) Unless agreed by the Principals, this article will not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision will not be utilized to circumvent any mandatory provision of the grievance procedure.

8.12 Alternate Dispute Resolution Procedure

(a) At any time during the grievance procedure, prior to the grievance being filed to arbitration, the parties may agree to appoint a mutually agreed upon arbitrator to:

- (1) investigate the difference between the parties,
- (2) define the issue in dispute, and
- (3) make written recommendations to resolve the difference

within 30 days of the date of receipt of the request and, for those 30 days from that date, time does not run in respect of the grievance procedure.

(b) If either party is not satisfied with the recommendation delivered in accordance with (a) above, it may present the grievance at the next step of the grievance procedure.

8.13 Failure to Observe Time Limits

Grievances which are not processed from one step to another within the time limits set out in this article will be considered abandoned. However, neither party will be deemed to have prejudiced its position on any future grievance.

8.14 Management Grievance

(a) The Employer may initiate a grievance at Step 3 of the grievance procedure by the General Manager or their representative presenting the grievance in writing to the President of the Union or his/her designate.

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

- (1) 21 calendar days after the Union's response has been received; or
- (2) 21 calendar days after the Union's decision was due.

8.15 Technical Objections to Grievances

It is the intent of both parties to this agreement that no grievance will be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the Arbitrator will have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

ARTICLE 9 - ARBITRATION

9.1 Appointment of a Single Arbitrator

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

9.2 Binding Decision

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

9.3 Jurisdiction of the Arbitrator

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

9.4 Cost of Arbitrator

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

9.5 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.

9.6 Expedited Arbitration

- (a) The parties may mutually agree to refer to expedited arbitration any outstanding grievances considered suitable for this process, and will set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) The parties will mutually agree upon single arbitrators who will be appointed to hear and resolve groups of grievances.
- (c) The Arbitrator will hear the grievances and will render a decision within 10 working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (d) Expedited arbitration awards will be of no precedential value and will not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing will be without prejudice.
- (f) The parties will equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 10 - DISCIPLINE AND DISMISSAL

10.1 Discipline

- (a) In all cases of discipline and dismissal, except in the case of a probationary employee, the burden of proof of just cause will rest with the Employer.
- (b) The Employer will not dismiss or discipline an employee who has completed his or her probationary period except for just and reasonable cause.
- (c) The Employer may reject a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed so long as the Employer's basis for rejection is not arbitrary, discriminatory or in bad faith and the factors involved in suitability could reasonably be expected to affect work performance.

(d) The employee will be given a copy of any disciplinary document that will be placed in his/her personnel file.

10.2 Notice of Dismissal or Suspension

Notice of dismissal or suspension or rejection will be in writing and will set forth the reasons for dismissal. A copy will be sent to the President of the Union or his/her designate within five calendar days.

10.3 Personnel File

(a) An employee will be given a copy of any written censures, letters of reprimand, letters of suspension, adverse reports or any document which might form the basis of disciplinary action that will be placed in his/her personnel file.

(b) Should an employee dispute any such entry in his/her file, he/she will be entitled to recourse through the grievance procedure, and the eventual resolution of the grievance will become part of his/her personnel record.

(c) The Employer will remove any such document, other than performance appraisals or discipline related to resident abuse, from the personnel file after 18 full calendar months from the date it was issued, or from the date the employee returns to work after a suspension (whichever is later) provided that there has been no subsequent disciplinary action.

(d) In cases of resident abuse it will remain on file for 24 full calendar months from the date it was issued or from the date the employee returns to work after a suspension (whichever is later), provided that there has been no subsequent discipline.

(e) The 18 or 24 month period may be extended by the length of time an employee is absent from work for an accumulated period of more than 30 days, except for periods of approved vacation and maternity/parental leave.

(f) An employee or the President of the Union or his/her designate, with the employee's written authority, will be entitled to view the employee's personnel file provided that the Employer is given adequate notice. Requests for access to an employee's personnel file will be in writing to the General Manager. Access to the personnel file will be provided within seven calendar days of the request and will be in the presence of the employee's supervisor.

(g) The Employer agrees not to introduce as evidence in any hearing any document from the personnel file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 Union Steward Representation

This provision will not apply to those discussions that are of an operational nature including performance evaluations.

Where the Employer intends to interview an employee for disciplinary purposes, the Employer will notify the employee in advance of the purpose of the meeting in order that the employee may contact a union steward, providing that this does not result in an undue delay of the appropriate action being taken. It is the responsibility of the employee to contact the steward if they so choose. In the event the employee being interviewed is a shop steward they may, at their option consult with a staff representative of the Union and have another shop steward or alternate present, providing that this does not result in an undue delay of the appropriate action being taken.

10.5 Employment Abandoned

Any employee who fails to report for work and does not notify the Employer, or their designate, within three consecutive scheduled shifts, will be considered as having abandoned their position. An employee will be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

- (a) Seniority will be recognized and will accrue based on straight-time hours paid (as well as unpaid jury duty, pregnancy, parental and adoption leave and leave during which an employee is in receipt of WorkSafeBC benefits) from the most recent date of hire with the Employer.
- (b) Seniority for casual employees will be recognized and will accrue based on accumulated hours worked since their most recent date of hire. Casual employees who become regular employees will have their casual seniority recognized.

11.2 Temporary Assignments Outside the Bargaining Unit

- (a) An employee who accepts a temporary assignment with the Employer outside the bargaining unit will not continue to accumulate seniority. When the temporary assignment ends, the employee will be credited with bargaining unit seniority accrued prior to the assignment.
- (b) Employees are free to accept or decline a temporary assignment with the Employer outside of the bargaining unit and will not suffer any adverse consequences for choosing not to do so.

11.3 Probationary Employees

Seniority will not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority will be accrued from their most recent date of hire.

11.4 Loss of Seniority

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

- (a) resigns from the employ of the Employer;
- (b) is discharged for just and reasonable cause;
- (c) is on layoff for more than 12 consecutive months;
- (d) after a layoff, fails to report to work within three working days after being recalled by registered letter addressed to the address last provided by the employee to the Employer;
- (e) abandons his/her position in accordance with Clause 10.5 - Employment Abandoned;
- (f) uses an authorized leave of absence for a purpose other than for which the leave was granted;
- (g) fails to return to work after the expiration of an authorized leave of absence or vacation or suspension unless a reason satisfactory to the Employer is given;
- (h) is in the employ of another employer during the employee's regularly scheduled working hours while on a leave of absence;

- (i) is absent from work for more than 24 months by reason of any medical condition and there is no likelihood that the employee will return to work in the foreseeable future; or
- (j) retires.

11.5 Seniority Lists

(a) The Employer will provide the Union with the combined full-time/part-time seniority list semi-annually, in January (showing seniority as of January 1st) and in July (showing seniority as of July 1st) each year. A copy of seniority lists will be supplied to the President of the Union or his/her designate and to the bargaining unit Chairperson. Such lists will be open for final correction for a period of 30 calendar days following the posting, after which the seniority list will be considered accurate.

(b) The Employer will provide the Union with an updated casual employee seniority list quarterly, in January (showing seniority as of January 1st), April (showing seniority as of April 1st), July (showing seniority as of July 1st) and October (showing seniority as of October 1st) of each year. A copy of seniority lists will be supplied to the President of the Union or his/her designate and to the bargaining unit Chairperson. Such lists will be open for final correction for a period of 30 calendar days following the posting, after which the seniority list will be considered accurate.

ARTICLE 12 - VACANCY POSTING

12.1 Job Postings

If a vacancy or a new job is created for which union personnel might reasonably be recruited, the following will apply:

- (a) If the vacancy (which the Employer intends to fill) or new job has a duration of 60 calendar days or more, the vacancy or new job will be posted prior to filling for a minimum of seven calendar days, in a manner which gives all employees access. The posting will stipulate the required qualifications, classification, the rate of pay, and initial assignment (i.e. days/evenings/nights), biweekly hours of work and days off, the department and approximate start date and will include a summary of the job duties. The Employer may advertise externally at the same time. Postings will not be filled until after the closing date shown on the posting.
- (b) A change in the starting or quitting times, shift schedules, or scheduled days off or an increase of seven hours or less per week will not constitute a vacancy. The Employer will provide written confirmation of any increase in hours to the affected employee.
- (c) A copy of the job posting will be sent to the Chairperson of the Bargaining Committee.
- (d) All applications for posted vacancies will be submitted in writing to the Employer by the closing date.
- (e) An employee who accepts a job posting will not bid on another job posting for a time frame of 90 days unless the new posting results in an employee being scheduled for more hours, or converts a temporary position into a regular one, or is for a higher paid position.

12.2 Temporary Appointments

Until the vacancy is filled through the job posting provisions, in Clause 12.1 - Job Postings above, the Employer may make temporary appointments of employees under the casual call-in provisions of this agreement.

12.3 Probationary Period and Trial Period

(a) *Probationary Period*

All employees will serve a probationary period consisting of 450 hours worked. The Employer may extend the probationary period if it has concerns regarding the employee's performance, but in any case, not longer than an additional 157.5 hours worked. During an employee's probationary period he/she may not bid on another posting.

(b) *Trial Period*

In the event the successful applicant for a posting is an internal applicant, he/she will serve a trial period of 225 hours worked. Conditional on satisfactory performance, the successful applicant will be confirmed in the position after the 225 hours. During the trial period, if the successful applicant is unsatisfactory in the position as determined by the Employer, or if the employee wishes to return to their former position, they will be returned to their former position at their former wage rate and without loss of seniority. All employees who changed job positions in consequence, will return to their previous position, at their former rate of pay and without loss of seniority.

12.4 Selection Criteria

(a) The successful applicant will be determined on the basis of:

- (1) required qualifications including education;
- (2) knowledge, skills, ability and performance;
- (3) experience; and
- (4) seniority.

Where two or more applicants are relatively equal, the one with the greater seniority will be selected.

(b) Seniority will be calculated at the end of the pay period immediately prior to the posting if necessary.

(c) Where an internal applicant is relatively equal to an external applicant in the factors listed in (a)(1), (2) and (3) above, preference will be given to the internal applicant.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff and Bumping

(a) A layoff will be defined as a reduction in the workforce lasting more than one day, as defined in this agreement, or a reduction in an employee's regular hours of work of more than seven hours per week.

(b) Where the Employer determines it necessary to affect a layoff of employee(s) within a classification on a shift (i.e. day/evening/night) the Employer will provide written notice to the most junior employee(s) in that classification on that shift in accordance with (e) below.

(c) Employees subject to layoff may choose to:

- (1) Accept the layoff;

(2) Bump a junior employee in any department, provided that the laid off employee has more seniority than the junior employee and has the required qualifications and the ability to do the job. However, in no circumstances will an employee affect a promotion through a bump; or

(3) Be placed on the casual call-in and recall lists with no loss of seniority.

(d) The first employee affected by bumping will also have access to all of the options under (c) above, but will only be entitled to bump the most junior employee in any department, provided that he/she is senior to that employee and has the required qualifications and the ability to do the job.

The employee affected by the bump under this subsection will be laid off but will have no bumping rights under this clause. However, they will be placed on the casual call-in register for their classification, unless they indicate otherwise, with no loss of seniority and may be recalled pursuant to Clause 13.2 - Recall.

(e) Except in cases of emergency, the Employer will give each employee who has acquired seniority in accordance with Clause 11.3 - Probationary Employees and who is to be permanently laid-off, written notice of layoff, pay in lieu of notice, or a combination of both in accordance with the following schedule:

(1) one week's notice after three months continuous employment;

(2) two weeks' notice after 12 months continuous employment;

(3) three weeks' notice after three years continuous employment, plus one additional weeks' wages for each additional year of employment, to a maximum of eight weeks' notice.

13.2 Recall

(a) The recall period will be one calendar year from the date the layoff takes effect.

(b) Employees on layoff will be recalled by department in order of seniority, subject to their qualifications and ability to do the work available. It will be sufficient for the Employer to send notice of recall to the employee by registered mail in the employee's last address on file. An employee who is recalled to work after a layoff must return to work within three calendar days if unemployed and within seven calendar days if employed elsewhere or they will lose all seniority pursuant to Clause - 11.4 Loss of Seniority and will be terminated.

13.3 Department Reorganization

Notwithstanding Clause 13.1 - Layoff and Bumping, where the Employer determines it necessary to reorganize or restructure a department, instead of laying off employees, it is agreed that the Employer may use the reassignment process below in order to reduce the disruption in the department. Only employees affected by the reorganization will participate in (a), (b) and (c) below.

(a) The Employer will post a new schedule that sets out the new positions for the department for seven days so that all employees have the opportunity to review them.

(b) Employees will be given an opportunity in order of seniority to select a new position. It is understood that an employee must possess the required qualifications and the ability to perform the job of the position they select. Employees will be deemed to be qualified for and able to perform the duties of a position in their own classification or a classification in which they have previously worked.

(c) If there are fewer positions than affected employees in the department, those employees without a position at the end of the process will be given layoff notice in accordance with Clause 13.1 - Layoff and Bumping.

(d) If, once each affected employee has selected their new position, there are positions that remain vacant, the unfilled positions will be posted in accordance with Clause 12.1 - Job Postings.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

(a) A day will commence at 00:01 hours and end 24 hours later. A week will commence at 00:01 hours Sunday and end at 24:00 hours on the following Saturday.

(b) Employment letters will be provided to newly hired employees outlining their status and regular hours of work.

(c) Where the Employer designates an employee cannot leave the building during his/her meal break, the employee's regular hours of work will be inclusive of a one-half hour paid meal break at the employee's regular rate of pay.

(d) An employee must sign in electronically upon arriving for work and out at end of work to record their respective shift hours. The employee will only be paid for the hours properly recorded on electronic log.

(e) Each employee must properly record his or her own individual sign in/sign out information; no other employee may record time worked for any other employee.

14.2 Scheduling

(a) The Employer will post work schedules for a minimum of two weeks at least two weeks prior to the effective date of the schedule.

(b) Employees will not be scheduled to work more than five consecutive days, without receiving two consecutive days off, which may include statutory holidays, otherwise overtime will be paid in accordance with Article 18 - Overtime.

(c) Notwithstanding (b) above, employees may request, or agree, to be scheduled up to six days in a week so as to pick up additional straight-time hours up to a maximum of 40 hours per week. The Employer will not be required to substitute an additional day off in exchange.

(d) The Employer may amend the start and stop times of scheduled hours of work in accordance with Clause 14.3 - Changes in Scheduling.

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

(f) The Employer will not implement ongoing, regularly scheduled split shifts without legitimate business reasons which the Employer will discuss with the Union prior to implementation. If there is disagreement the Union may advance this issue to Step 3 of the grievance procedure.

It is understood that uninterrupted single shifts where an employee takes all of their rest and meal periods in succession is not considered a split shift.

In the event of an emergent situation the Employer may, without consultation with the Union, implement a split shift to deal with that situation. Where the situation involves a resident who has moved to long-term care, or the situation has resolved the split shift will be discontinued.

Employees registered for casual hours who accept two separate offers of work, or one offer of hours in addition to their regularly scheduled shift, separated by more than one hour will not be considered to be working a split shift.

14.3 Changes in Scheduling

- (a) In situations, other than emergencies, and when the changes will be ongoing, regularly scheduled employees are entitled to 48 hours' notice of changes in their schedule.
- (b) In emergency situations beyond the Employer's control, (e.g. as in the case of the failure of an employee to report for an assigned shift), or for one-time changes to the employee's scheduled hours, the Employer is not required to give 48 hours' notice.
- (c) Where the Employer changes an employee's schedule, other than contemplated in (b) above, without 48 hours' written notice, the employee is entitled to overtime rates for the first shift of the new schedule.

14.4 Exchange of Shifts

Employees may exchange shifts with the prior written authorization of the Employer, provided that a minimum of 48 hours of notice is given. There will be no increased cost to the Employer as a result of a shift exchange. This provision is not intended to be used for extensive and/or ongoing shift exchanges between employees.

14.5 Inability to Report to Work

Employees who are unable to report for their scheduled shift due to personal illness or emergency, will provide the Employer with notice at the earliest possible time to allow the Employer to cover the absence.

14.6 Minimum Hours

Where an employee reports for work as scheduled and no work is available such employee will be entitled to two hours' pay at the employee's regular rate of pay provided that, if requested by the Employer, the employee will perform up to two hours of such available work as the Employer may assign.

14.7 Meal and Rest Periods

- (a) All employees working a full seven and one-half hour shift or longer will receive two 15 minute paid rest periods, one in each half of the shift.
- (b) All employees working less than a full seven and one-half hour shift but a minimum of a four-hour shift, will receive one 15 minute paid rest period.
- (c) All employees working a full shift of five hours or more will receive a 30 minute unpaid meal period scheduled as closely as practical to the middle of the workday.
- (d) Subject to Clause 14.1(c) - Hours of Work, an employee is entitled to take his/her unpaid meal period away from the premises. Employees will advise the supervisor/designate in writing when they intend to leave the premises and when they return to commence work by way of a sign-in/out book.
- (e) Unpaid meal periods and paid rest periods will be scheduled in a manner which is consistent with the efficiency of operations.
- (f) Employees will be allowed to purchase meals from the Employer. During the 2018 calendar year the cost will be 10 meals for \$25. Thereafter the purchase price of meals will be at the Employer's discretion.

If the Employer intends to increase the cost of the meals it will advise all employees at least 14 days in advance.

14.8 Daylight Savings Time

During the changeover from Daylight Savings Time to Pacific Standard Time, or vice versa, an employee will be paid for the actual hours worked during that shift at the employee's straight-time hourly rate.

14.9 Employee Attendance at Staff Meetings

(a) Where an employee is directed by the Employer to attend a staff meeting or a committee meeting during his/her regular working hours, the employee will be compensated at his/her regular hourly rate for the time spent in such attendance.

(b) Where an employee is directed by the Employer to attend a staff meeting or committee meeting outside of normal working hours, he/she will be compensated at his/her regular straight-time hourly rate of pay for the time spent in such attendance.

14.10 Night Shift Premium

Effective May 25, 2015, employees scheduled to work the night shift will be paid a shift premium of 25¢ per hour for the hours worked between 11:00 p.m. and 7:00 a.m.

ARTICLE 15 - EDUCATION

15.1 Education

Where the Employer directs an employee to participate in a course or program, such as first aid, the employee will be compensated at their regular straight-time hourly rate of pay for time spent in attendance at the course or program, and for the tuition fee, provided the employee provides proof of successful completion of the program or course. Time spent on the course will not be considered overtime.

ARTICLE 16 - SPECIAL CLOTHING ALLOWANCE

Where the Employer requires an employee to wear special clothing, the Employer will provide such special clothing. Employees will be responsible for cleaning and maintaining special clothing provided by the Employer and ensuring that it remains in an acceptable state of repair.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

(a) Regular employees who have:

- (1) been employed by the Employer for at least 30 days prior to the paid holiday; and
- (2) worked or earned wages for 15 of the 30 calendar days preceding the paid holiday will receive the following holidays with pay:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

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

17.2 Paid Holiday Calculation for Regular Employees

- (a) Holiday pay for full-time employees who works regular hours will be computed on the basis of the number of hours the employee would have worked had there been no holiday, at his/her regular rate of pay.
- (b) Holiday pay for part-time employees will be calculated by dividing the employee's total wages, excluding overtime, earned in the 30 day period by the number of days worked.

17.3 Holiday Falling on a Day of Rest

If one of the above named holidays occurs on a full-time regular employee's scheduled day off, or during his/her vacation period the employee will receive an additional day off with pay in lieu of the holiday. Lieu days arising from designated paid holidays will be scheduled with mutual agreement within a period of four weeks after the holiday, subject to operational requirements. If mutual agreement cannot be reached the lieu day will be paid out on the first pay period after the four weeks.

17.4 Absences on a Paid Holiday

The Employer may require an employee scheduled to work on a holiday who does not report for work to provide verification of illness from a medical doctor.

17.5 No Pyramiding

There will be no pyramiding of overtime pay, sick leave pay, or other paid leave provisions.

17.6 Holiday Pay for Regular Full-Time Employees

Eligible full-time employees who are required by the Employer to work on a designated holiday will receive:

- (a) one and one-half times the regular rate of pay for the first 12 hours worked on that day, hours worked in excess of 12 hours on a paid holiday will be paid at double-time; and
- (b) another day off with pay to be scheduled by mutual agreement within a period of four weeks after the holiday. If mutual agreement cannot be reached the lieu day will be paid out on the first pay period after the four weeks.

17.7 Holiday Pay for Regular Part-Time Employees

Eligible part-time employees who are required by the Employer to work on a designated holiday will receive:

- (a) one and one-half times their regular rate of pay for the first 12 hours worked on that day. Hours worked in excess of 12 hours on a paid holiday will be paid at double-time; and
- (b) in addition they will receive holiday pay in accordance with Clause 17.2(b) - Paid Holiday Eligibility for Regular Employees but will not receive a day off in lieu.

ARTICLE 18 - OVERTIME**18.1 Overtime**

- (a) All overtime must be authorized in writing, in advance by the Employer or their designate, except in cases of emergency.
- (b) Depending on the shift for which the employee is scheduled authorized work performed in excess of:
- (1) eight hours of work exclusive of a one-half hour unpaid meal break; or
 - (2) 10 hours exclusive of a one-half hour unpaid meal break; or
 - (3) 40 hours in a week.
- will be paid at the rate of one and one-half times the employee's basic rate of pay for the first four hours of overtime worked.
- (c) Overtime worked in excess of four hours in a day will be paid at the rate of two times the employee's basic rate of pay.
- (d) Employees scheduled to work more than five consecutive days without having two consecutive days off, which may include statutory holidays, will be paid overtime rates for all hours worked in excess of five days until they receive two consecutive days off.
- (e) Notwithstanding (d) above, employees may request, or agree, to be scheduled up to six days in a week so as to pick up additional straight-time hours up to a maximum of 40 hours per week. The Employer will not be required to substitute an additional day off in exchange.
- (f) Where an employee works more than two hours of overtime, they will receive a paid rest period of 15 minutes.
- (g) Employees may refuse to work overtime except in cases of emergency.

ARTICLE 19 - VACATION**19.1 Vacation Entitlement**

Vacations with pay will be granted to regular employees based on their length of years of service. The vacation year is July 1st through June 30th. Vacation is earned on an accrual basis. An employee's first vacation year commences on July 1st following the employee's date of hire. Subject to Clause 19.2 - Vacation Carryover, all earned vacation will be taken by June 30, 2019. For the purposes of vacation entitlement continuous years of service commence when the employee is hired as a regular employee.

- (a) Vacation entitlement will be as follows:

Vacation Year	Vacation	Vacation Pay
1 st , 2 nd , and 3 rd year	10 days	4%
4 th , 5 th , 6 th , 7 th year	15 days	6%
8 th year and over	20 days	8%

Part-time regular employee vacation will be prorated based on hours worked.

- (b) Vacation pay will be at the employee's current rate of pay.
- (c) The Employer will ensure that the days of vacation entitlement remaining for the current year in an employees' vacation bank appears on each paystub.

19.2 Vacation Carryover

An employee with greater than two weeks' vacation may elect to carry over no more than five vacation days into the following vacation year. The vacation carried over must be taken in the following vacation year.

19.3 Scheduling of Vacation

- (a) Vacation request lists will be submitted as follows:
 - (1) November 1st for the period January 1st through June 30th, and
 - (2) May 1st for the period July 1st through December 31st.
- (b) Subject to operational requirements, seniority will be the determining factor in approval of vacation requests received prior to November 1st and May 1st of each year, unless otherwise agreed among the affected employees.
- (c) Requests received after November 1st and May 1st will be approved on a first come, first served basis, subject to operational requirements as determined by the Employer.
- (d) Where an employee chooses to split his/her annual vacation, his/her second choice of vacation will be made only after all other employees concerned have made their initial selection. Subject to operational requirements, seniority will be the determining factor in approving an employee's second and any subsequent choices of vacation, unless otherwise agreed among the affected employees.
- (e) Vacation requests will be approved or denied, in writing or via the Employer's electronic Payroll/HRIS system, and the vacation schedule will be posted by December 1st and June 1st.
- (f) Approval of bargaining unit members' vacation will not be impacted by excluded staff vacation requests.

19.4 Vacation Pay on Termination

- (a) An employee who terminates his/her employment for any reason will be paid any outstanding vacation pay as provided in Clause 19.1 - Vacation Entitlement.
- (b) If any overpayment of vacation to the employee occurs, an amount equal to the overpayment will be deducted from the employee's final pay in the event that the employee leaves their employment.

19.5 Reinstatement of Vacation Days

Where an employee is qualified for sick leave requiring hospitalization, or bereavement leave during his/her period of vacation, there will be no deduction from vacation credits provided appropriate documentation (in the form of a doctor's note or death certificate/obituary where applicable) is provided by the employee to the General Manager or designate.

ARTICLE 20 - SICK LEAVE

20.1 Sick Leave Benefit

- (a) Pay for sick leave is for the sole and only purpose of protecting employees against loss of income arising from personal illness or injury.
- (b) Commencing May 25, 2015, regular employees will accrue sick leave credits at a rate of one-half day per month (2.3% of straight-time hours). New employees will accrue sick leave but will be credited with and able to access their accrued sick leave only when they pass probation.
- (c) The sick leave bank for all regular employees will have a maximum of 45 hours (six credits) which may be carried over year to year.
- (d) Sick leave will be paid at the percentage of the employee's regular rate of pay as follows:
 - (1) Up to 7799 hours worked – 70%
 - (2) 7800 hours worked and up – 100%
- (e) An employee off work due to illness and entitled to sick pay will not engage in any gainful employment during the time he/she is off work. If this does occur he/she will be deemed terminated unless a reasonable explanation can be given.
- (f) There will be no payout of sick leave banks on cessation of employment
- (g) Absences for injury compensable under the provisions of the *Workers Compensation Act* will not be charged against an employee's sick leave credits.

20.2 Certification of Fitness

- (a) The Employer is entitled to require documentation from a physician or from WorkSafeBC, certifying that the employee is medically able to resume the full duties of the position or advising of any limitations or required accommodations and the anticipated duration of such limitations or required accommodations.
- (b) Where the Employer requires an employee to submit to an independent medical examination or medical interview, it will be at the Employer's expense.

20.3 Notice of Absence/Return to Work

- (a) Employees must advise the Employer as soon as possible if they are unable to work due to illness or injury.
- (b) Employees who are absent from work because of illness or injury will contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or anticipated date of return to work.
- (c) Employees who have been absent from work due to extended illness or injury for more than 30 days must make every effort to provide at least 14 days' notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule.

20.4 Integration with Other Disability Income

Should an employee recover any monies paid by the Employer as sick leave pay, as compensation for lost wages from ICBC, WorkSafeBC, a private insurer or any other source, the Employer will be reimbursed for any sick leave pay that it may have paid to the employee and the employee's sick leave credits will be proportionately reinstated.

ARTICLE 21 - LEAVES OF ABSENCE**21.1 General Leave**

- (a) A regular employee who has completed probation may request a general leave of absence without pay for up to three months, subject to the Employer's approval. An employee who wishes to apply for such leave will, except in cases of emergency, state his/her request in writing at least two weeks prior to the commencement of the requested leave. The request will include the commencement date, the date of return and the reason for the request.
- (b) When such leave is authorized, health and welfare benefits will be maintained at the employee's expense provided the employee gives the Employer post-dated cheques prior to commencement of the leave.
- (c) Subject to the Employer's operational requirements, the leave will not be unreasonably withheld.

21.2 Jury and Witness Leave

- (a) Employees who are required to serve as jurors, witnesses or attend to private affairs in any court, will be granted an unpaid leave of absence equal to the length of the court duty.
- (b) The employee will provide the Employer with a copy of subpoena or notice to appear as soon as possible.

21.3 Bereavement Leave

- (a) When a death occurs in an employee's immediate family, regular employees will be eligible for leave up to a maximum of three consecutive calendar days without loss of pay from the date of death.
- (b) Immediate family is defined as an employee's spouse, parent, child, legal ward, sibling, grandparent, grandchild, legal guardian or any relative permanently residing in the employee's household.
- (c) An employee will be granted one scheduled day without loss of pay immediately following the death of the employee's aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- (d) In the event of a delayed internment, an employee may save one of the days in the case of (a) above, or request one additional unpaid day in the case of (c) above to attend the service or internment.
- (e) In the event the funeral is out of town or out of the country, requests for additional time off without pay will not be unreasonably denied by the Employer.

21.4 Family Responsibility Leave

- (a) An employee is entitled to request up to five days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or to the care or health of any other member of the employee's immediate family.
- (b) For the purpose of this clause, immediate family means the spouse, child, parent, ward, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

21.5 Unpaid Leave - Public Office

Employees will 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 subject to the following provisions:

- (a) Employees seeking election in a municipal, provincial or federal election will be granted unpaid leave of absence for a period up to 90 calendar days.
- (b) Employees elected to public office will be granted unpaid leave of absence for a period up to five years in which case their health and welfare benefits will not be maintained.

21.6 Compassionate Care Leave

An employee will be granted a compassionate care leave of absence in accordance with the *Employment Standards Act* without pay for up to eight weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 weeks.

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

- (a) The eligible employee's health and welfare benefits coverage will continue for the duration of the compassionate care leave, to a maximum of eight weeks provided the employee pays their portion of the cost of the benefits.
- (b) Compassionate care leave, up to a maximum of eight weeks, will be treated as continuous employment for the purposes of seniority accrual under this agreement.
- (c) Following a leave granted under this provision the employee will be returned to the position held prior to the leave, providing the position still exists.

ARTICLE 22 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

22.1 Pregnancy Leave

- (a) A pregnant employee who requests leave under this article is entitled to up to 17 consecutive 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 to 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 Subsection (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 Subsection (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.

22.2 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 22.1 - Pregnancy Leave 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 22.1 - Pregnancy Leave unless the Employer and the employee agree otherwise;
 - (2) for a birth mother who does not take leave under Clause 22.1 - Pregnancy Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event;
 - (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 beginning within 52 weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Subsection (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 to leave.

22.3 Combined Maternity and Parental Leave

An employee's combined entitlement to leave under Clause 22.1 - Pregnancy Leave and Clause 22.2 - Parental Leave is limited to 52 weeks.

22.4 Employment Deemed Continuous

The service of an employee who is absent from work in accordance with this article will be considered continuous for the purpose of Articles 19 - Vacation and 24 - Health Care Benefits. The Employer will continue to make payments to Health and Welfare Plans, in the same manner as if the employee were not absent where the employee elects to pay his or her share of the cost of the plans.

22.5 Return from Leave

An employee on maternity or parental leave pursuant to Clauses 22.1 - Pregnancy Leave and 22.2 - Parental Leave will provide the Employer with at least one month's written notice. On return from leave, an employee will be placed in his/her former position or where the position no longer exists in a comparable position. Where no position exists, Article 13 - Layoff and Recall will apply.

22.6 Benefit Plan

- (a) 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.
- (b) If an employee fails to return to work, the Employer will recover monies paid under this section.

22.7 Sick Leave

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

22.8 Vacation

The employee will retain vacation credits he/she had accrued immediately prior to commencing the leave and will continue to earn vacation entitlement, not vacation pay, for the period of time covered by the approved leave. In the case of an employee who extends her leave for other than approved medical reasons, vacation entitlement will not be earned during the extended leave period.

22.9 Seniority Rights on Reinstatement

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

ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY

23.1 Health and Safety Committee

- (a) The Employer and the Union agree to establish an occupational health and safety committee to be comprised of two employee representatives and two employer representatives. The Union will

appoint the employees who will sit on the Health and Safety Committee and the Employer will appoint their representatives.

(b) The Committee will function in accordance with the Industrial Health and Safety Regulations pursuant to the *Workers Compensation Act*.

(c) The Committee will hold regular meetings no less than once per month or at the call of either party. Minutes will be kept of all committee meetings and once approved by the Committee a copy of the minutes will be posted on the Union bulletin board and sent to the Employer and the Union.

(d) Employees will not suffer any loss of basic pay for time on this Committee and the meeting will be on employer time or the Employer will pay employees equivalent time spent at the meeting at straight-time rates.

23.2 Investigation of Accidents

(a) The Occupational Health and Safety Committee will be notified of each accident, injury or near miss.

(b) Except in the case of a vehicle accident occurring on a public street or highway, the Committee must immediately initiate an investigation into the cause of every accident which resulted in injury requiring medical treatment by a medical practitioner or had a potential for causing serious injury.

(c) Accident investigations will be carried out by Occupational Health and Safety Committee members or, if not available, a shop steward and one employer representative.

(d) In the event of a work related employee fatality, the Employer will notify the union designate of the nature and circumstances of the accident as soon as possible.

23.3 Transportation of Accident Victims

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring medical care as a result of an on-the-job accident will be at the expense of the Employer. Return transportation to the employee's home will not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

ARTICLE 24 - HEALTH CARE BENEFITS

24.1 Eligibility and Enrollment of Health Care Plans

(a) Benefits under Article 24 - Health Care Benefits are only available to regular employees who are regularly scheduled to work 24 hours or more per week, and will commence on the first day of the calendar month immediately following the completion of the employee's probationary period.

(b) If an employee is post probation and posts into a position that is regularly scheduled 24 hours or more per week, benefits will be available starting the first day of the calendar month following the commencement in the position.

(c) Eligible employees may elect to enroll in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enroll in a particular plan may withdraw at any time. An employee who has not enrolled in a plan or has withdrawn may enroll/re-enroll in a plan subject to carrier approval and conditions. Enrolment/re-enrolment will occur only at the sign-up opportunities as defined by the carrier.

24.2 Health Care Plan

The following health care plans will be available for employees to enroll in:

- (a) Group Life Insurance, Accidental Death and Dismemberment and Long-Term Disability;
- (b) Extended Health; and
- (c) Dental

24.3 BC Medical Services Plan

Effective April 1, 2018 the Employer agrees to pay 75% of the premium costs of the BC Medical Services Plan for eligible employees (see Clause 24.1 - Eligibility and Enrollment of Health Care Plans) at a single, couple or family rate as applicable. The Employer will submit the premium on behalf of the employee and deduct the employee's portion (25%) of the premium costs as a payroll deduction.

24.4 Selection of Carrier

- (a) The selection of the insurance carrier/benefits provider for any benefits referred to in this article is at the sole discretion of the Employer provided that they maintain the benefits plans with comparable coverage or better.
- (b) A copy of the master contracts with the carriers in place as of February 13, 2015 will be sent to the President of the Union or his/her designate within 120 days of ratification. In the event of a change of insurance carrier/benefits provider the Employer will provide copies of the new master contracts with the carriers for the benefits plans to the President of the Union or his/her designate.
- (c) It is understood that the Employer does not act as the insurer in respect of the benefits under this agreement.

24.5 Employer and Employee Responsibilities

- (a) The Employer's sole responsibilities are to provide employees with the required forms, or with instructions on how to complete and submit the required forms electronically, to join the benefit plan in a timely manner and submit them to the carrier, to arrange for the purchase of the benefits plans, to pay its share of the premiums and deduct and submit the employee's share of the premiums. In the event electronic submission is implemented the Employer will ensure that all staff will have access to a computer and printer at the worksite so that they may complete and submit the forms and print a receipt for the submission.
- (b) The employee's responsibilities are to complete the required forms and submit them to the Employer in a timely manner, to provide and maintain designations and information required for benefit coverage to become effective, for coverage to continue and for benefit recovery.

24.6 Benefit Plan Premiums

The Employer will pay 50% of the premium costs for Group Life, Accidental Death and Dismemberment Insurance, Long-Term Disability, Extended Health and Dental at the levels comparable or better than those provided as of May 7, 2015.

ARTICLE 25 - PAYMENT OF WAGES

25.1 Rates of Pay

- (a) All employees will be paid biweekly by direct deposit.
- (b) Employees will be paid in accordance with Appendix 1 - Wage Grid.

25.2 Payment of Wages Upon Termination, Layoff or Resignation

- (a) When an employee resigns, the Employer will pay all wages and vacation pay owing to the employee within six days of the date of the day of his/her resignation.
- (b) When an employee is laid off, the Employer will pay all wages and vacation pay owing to the employee within 72 hours, exclusive of Saturdays, Sundays or holidays.
- (c) Paystubs will be provided electronically through Ultipro. The Employer will ensure that all staff will have access to a computer and printer in the worksite so that they may access and print their paystubs and T4 statements.

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

- (a) The Employer will provide the Union with job descriptions for the classifications in the bargaining unit set out in Appendix 1 - Wage Grid, within six months of ratification of the agreement.
- (b) When the Employer establishes a new bargaining unit position, and prior to filling the position, it will provide the Union with job descriptions and the wage rate established by the Employer. Should the Union disagree with the established wage rate, the Union may refer the difference to arbitration within 21 days of being provided with the job description and wage rate established by the Employer.
- (c) If the Employer revises an existing job description, a copy of the revised job description will be provided to the affected employees and to the Union.
- (d) If the Employer establishes a new excluded position and the Union disputes whether the position is properly excluded from the bargaining unit the matter may be referred to the Labour Relations Board for resolution.

ARTICLE 27 - GENERAL CONDITIONS**27.1 Indemnity**

Except where there has been theft, an intentional civil wrong, or negligence on the part of an employee, the Employer will:

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

27.2 Copies of the Collective Agreement

- (a) The Union will print the collective agreement in an agreed to format, and will distribute copies of the collective agreement to employees.
- (b) The Union will provide for the printing of the collective agreement and the cost will be equally shared by the Union and the Employer. In implementing this provision the parties will seek the least expensive alternative.

27.3 Lockup for Personal Effects

- (a) The Employer agrees to provide lockers for all regular employees during their shift. All employees are responsible for the security of their personal effects. Employees will remove their belongings at the end of their shift.
- (b) The Employer may enter a locker provided that the employee and/or the Union steward is present.

27.4 Role of Volunteers

- (a) It is agreed that volunteers have a role to fill in the operation of an assisted living facility and are an important link to the community being served. Volunteers will be supplementary to established positions in the bargaining unit and will not result in the layoff of or failure to recall bargaining unit employees, nor will volunteers be used to replace bargaining unit employees or fill established positions within the bargaining unit.
- (b) 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.

27.5 Contracting Out

The Employer agrees that they will not contract out bargaining unit work that will result in a layoff of or failure to recall employees within the bargaining unit.

ARTICLE 28 - HARASSMENT

28.1 Harassment

- (a) The Employer and the Union agree to foster and promote a workplace environment free from harassment, whether personal or under the *Human Rights Code* of British Columbia. Where a bargaining unit employee alleges that he/she has been or is being harassed, he/she will register the complaint, in writing with the General Manager, either directly or through the Union within six months of the most recent incident. The party who receives the complaint will advise the other party of all complaints filed within 48 hours of receipt of the complaint. Both the complainant and the respondent will be entitled to union representation if they are members of the bargaining unit.
- (b) Complaints will be dealt with as confidentially as possible.
- (c) The Employer will, in consultation with the Vice President of Human Resources, investigate all complaints of harassment in a timely manner.
- (d) Within 14 days of completing its investigation the Employer will notify the Union whether or not the allegation was substantiated and indicate what action, if any was or will be taken.
- (e) The parties agree that a substantiated case of harassment is cause for discipline, up to and including dismissal.
- (f) An employee who files a written harassment complaint, which would be seen by a reasonable person to be frivolous, vindictive, vexatious or otherwise in bad faith, may be subject to disciplinary action up to and including dismissal.
- (g) In the event that an employee or the Union is not satisfied with the Employer's investigation or the outcome of the investigation under this article the employee may file a grievance at Step 2 of the grievance procedure.

- (h) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia but there will be no duplication of process.
- (i) Nothing in this article limits the Employer's managerial and supervisory right as provided for in Article 6 - Management Rights.

ARTICLE 29 - CASUAL EMPLOYEES

29.1 Definition of Casual Employee

Casual employees are employed on an "on call" basis to cover absences of regular employees or augment staff during peak periods. Casual employees do not work a regular schedule or do so for a specified period of time. These periods will not exceed three months without the agreement of the Union. Casual employees will be considered internal applicants when applying for vacancies.

29.2 Change of Status

Casual employees may achieve regular status only by successfully bidding into a permanent vacancy through the posting procedure.

29.3 Application of Agreement

Except as otherwise noted the provisions of the following articles do not apply to casual employees. The provisions of all other articles apply to casual employees unless otherwise explicitly stated.

- (1) Clause 11.1(a) - Seniority Defined
- (2) Clause 11.5(a) - Seniority Lists
- (3) Article 13 - Layoff and Recall
- (4) Clause 14.2(a) - Scheduling
- (5) Clause 14.3 - Changes in Scheduling
- (6) Clause 14.4 - Exchange of Shifts
- (7) Clause 17.2 - Paid Holiday Eligibility for Regular Employees
- (8) Clause 17.3 - Holiday Falling on a Day of Rest
- (9) Clause 17.6 - Holiday Pay For Regular Full-Time Employees
- (10) Clause 17.7 - Holiday Pay for Regular Part-Time Employees
- (11) Article 19 - Vacation
- (12) Article 20 - Sick Leave except Clause 20.2 - Certification of Fitness and Clause 20.3 - Notice of Absence/Return to Work
- (13) Article 21 - Leaves of Absence
- (14) Article 22 - Pregnancy, Parental and Adoption Leave
- (15) Article 25 - Health Care Benefits

29.4 Employee Call-in (Casual/Part-time)

- (a) Casual and part-time employees may register to accept casual assignments in more than one classification/department provided that they have the required qualifications and ability to do the work. Prior to being added to the register and offered casual work, casual and part-time employees must successfully complete the orientation for the classification(s). If a casual or part-time employee has already worked in the additional classification(s) then they will be deemed qualified to be added to the casual register for that/those classification(s).
- (b) Casual and part-time employees will notify the Manager/designate responsible for the assignment of casual work in each classification they are registered in, of their availability for casual work in the upcoming month, on the form provided by the Employer, by the first of the preceding month. A list of all employees who have submitted availability will be kept with the call-in log book. An employee may amend his/her availability in writing one time during each month after submitting their monthly availability.
- (c) Casual and part-time employees who have submitted availability will be offered available hours, in accordance with Clause 29.5 - Procedure for Calling Casual and Part-Time Employees for Casual Work.
- (d) The Employer will be obliged to call a casual or part-time employee only for those days and shifts for which the employee has indicated they are available.
- (e) Casual employees must notify the Employer of the times of unavailability due to illness or injury, during which time the Employer is not obligated to call the ill or injured employee.
- (f) Casual employees who fail to provide availability for three consecutive months will be removed from the call register and deemed to have abandoned their employment.
- (g) Notwithstanding their submitted availability, casual employees have the right to not be available on two calls during a pay period. Casual employees who are unavailable on five calls over six consecutive pay periods will be removed from the casual call-in registry. Such removal will be subject to the grievance procedure.
- (h) Paragraph (g) above applies to part-time employees who have registered for casual assignments, except that where he/she is unavailable for five calls over six consecutive pay periods he/she will be removed from the call-in register for a period of six months.
- (i) Employees will not be considered unavailable if:
- (1) the employee does not answer a call when the shift to be offered is not included in their submitted availability;
 - (2) they decline hours for which they have not submitted availability; or
 - (3) the employee returns the missed call within three hours of a message being left.

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

- (a) Casual and part-time employees will provide one phone number at which to be contacted for casual shifts.
- (b) Absences with less than 24 hours' notice and absences of less than five shifts, which the Employer intends to fill, will be offered in order of seniority to casual employees who have submitted availability provided that the employee does not have scheduled shifts that would conflict with the shift(s) to be offered. If no casual employee accepts the shift(s) then they will be offered in order of seniority to

part-time employees who have registered for casual hours and submitted availability. No schedule changes will be made to permit a casual or part-time employee to accept these shifts.

(c) *Block Shifts*

(1) A block of shifts is available when it is known in advance that more than four consecutive shifts will be available to cover an absence in one position.

(2) Where a block of shifts of at least five shifts and no more than 10 shifts becomes available, the entire block will be offered in order of seniority to all employees registered for casual hours who have submitted availability, provided that the employee does not have scheduled shifts that would conflict with the block. No schedule changes will be made to allow casual or part-time employees to accept a block consisting of five to 10 shifts.

(3) A block shifts of more than 10 days, and less than 60 days, will be offered on a full block basis to part-time employees registered for casual hours, who have submitted availability, in order of seniority. The part-time employee who accepts the block will have any previously scheduled, conflicting shifts removed. If no part-time employee accepts the block it will be offered to casual employees registered for work who have submitted availability.

No other schedule changes will be made to permit casual or part-time employees to accept an offered shift or block of shifts. Any shifts left vacant by the assignment will be filled in accordance with (b) above.

(d) If acceptance of a shift will put an employee in an overtime situation, then that employee will not be considered to be eligible to pick up that shift.

(e) To demonstrate that the casual call-in procedure has been complied with all calls will be recorded in a log book. The log book will show:

- (1) the date the call was made;
- (2) the employee called;
- (3) the time of the call;
- (4) the position/shift to be filled;
- (5) the outcome of the call (accept, decline, no answer, answering machine, message left); and
- (6) the name and signature of the caller.

In the event of a dispute the Union will have access to the log book(s).

(f) If the Employer receives no answer after six rings, the caller will make note in the log book and move to the next available employee on the register. If an answering machine/voice mail is reached or a person is available to take a message, the caller will leave a message. The caller will then proceed down the list of employees with stated availability.

(g) If an employee returns a call from a message left and the shift remains unfilled, the Employer will offer it to the employee. If the shift has been filled by the time that the employee returns the call, the Employer will advise the employee that the shift is no longer available.

29.6 Vacation Pay for Casual Employees

- (a) Casual employees will be paid their vacation pay on each paycheque as follows:
- (1) Less than 9750 hours worked - 4% of straight-time earnings
 - (2) 9750 or more hours worked - 6% of straight-time earnings

Starting in 2016 casual employees will have the option to bank their vacation pay and have it paid out in the final pay period of each year. Casual employees will inform the Employer between December 1st and December 7th if they wish to change their existing arrangement for the following year.

29.7 Holiday Pay for Casual Employees

- (a) Casual employees will receive holiday pay provided they have:
- (1) been employed by the Employer for at least 30 days prior to the paid holiday; and
 - (2) worked or earned wages for 15 of the 30 calendar days preceding the paid holiday.
- (b) Casual employees who are required to work on a paid holiday will be entitled to one and one-half times their regular rate of pay for the first 12 hours worked on that day, hours worked in excess of 12 hours on a paid holiday will be paid at double-time.
- (c) Holiday pay will be calculated by dividing the employee's total wages, excluding overtime, earned in the 30 day period by the number of days worked.
- (d) Casual employees will not be entitled to a day off in lieu if they are required to work on a paid holiday.

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

This agreement will be for the period from date of ratification up to and including March 31, 2020.

30.2 Notice to Bargain

- (a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after December 31, 2019 but in any event, no later than midnight March 31, 2020.
- (b) Where no notice is given by either party prior to March 31, 2020, both parties will be deemed to have given notice under this section on March 31, 2020.

30.3 Agreement to Continue in Force

- (a) Both parties will adhere fully to the terms of this agreement during the period of collective bargaining and until a new agreement is signed.
- (b) During the term of this collective agreement, the Union agrees that there will be no strike, and the Employer agrees there will be no lockout.

30.4 Section 50(2) and (3) Excluded

The operation of Section 50(2) and (3) of the *Labour Relations Code* of British Columbia is hereby excluded.

30.5 Change in Agreement

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

**SIGNED ON BEHALF OF
THE UNION**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Rob Gillis
Senior General Manager, Pacifica and Peninsula

Maria Ignacio
Bargaining Committee Chair

Amanda List
Human Resource Business Partner

Alfredo Abrenica
Bargaining Committee Member

Kulwant Kaur Rai
Bargaining Committee Member

Deb Wilson
Staff Representative - Negotiations

Dated this _____ day of _____, 20__.

APPENDIX 1
Wage Grid

Position			1.25%	*1.5%	1.75%
		Current	01-Apr-17	01-Apr-18	01-Apr-19
Dishwasher/Prep	Start	\$13.92	\$14.09	\$14.31	\$14.56
	After 1950 hours	\$14.19	\$14.37	\$14.58	\$14.84
	After 3900 hours	\$14.69	\$14.87	\$15.10	\$15.36
Assistant Cook (Prep Cook)	Start	\$16.81	\$17.02	\$17.28	\$17.58
	After 1950 hours	\$17.06	\$17.27	\$17.53	\$17.84
	After 3900 hours	\$17.40	\$17.62	\$17.88	\$18.19
Cook	Start	\$19.96	\$20.21	\$21.71	\$22.09
	After 1950 hours	\$20.49	\$20.75	\$22.25	\$22.64
	After 3900 hours	\$21.02	\$21.28	\$22.78	\$23.18
Server	Start	\$15.76	\$15.96	\$16.20	\$16.48
	After 1950 hours	\$16.02	\$16.22	\$16.46	\$16.75
	After 3900 hours	\$16.86	\$17.07	\$17.33	\$17.63
Housekeeper	Start	\$16.29	\$16.49	\$16.74	\$17.03
	After 1950 hours	\$16.55	\$16.76	\$17.01	\$17.31
	After 3900 hours	\$16.86	\$17.07	\$17.33	\$17.63
Maintenance Assistant	Start	\$17.60	\$17.82	\$18.09	\$18.40
	After 1950 hours	\$18.14	\$18.37	\$18.64	\$18.97
	After 3900 hours	\$18.49	\$18.72	\$19.00	\$19.33
Care Aide	Start	\$18.91	\$19.15	\$19.43	\$19.77
	After 1950 hours	\$19.20	\$19.44	\$19.73	\$20.08
	After 3900 hours	\$19.59	\$19.83	\$20.13	\$20.48
Concierge	Start	\$16.29	\$16.49	\$16.74	\$17.03
	After 1950 hours	\$16.53	\$16.74	\$16.99	\$17.28
	After 3900 hours	\$17.40	\$17.62	\$17.88	\$18.19
Recreation Assistant	Start	\$15.76	\$15.96	\$16.20	\$16.48
	After 1950 hours	\$16.29	\$16.49	\$16.74	\$17.03
	After 3900 hours	\$17.50	\$17.72	\$17.98	\$18.30
*Except Cook – Market Adjustment April 1, 2018 \$1.50					

LETTER OF UNDERSTANDING – VACATION ENTITLEMENT
Vacation Accrual

In an effort to simplify the vacation accrual process the parties agree that the following language is how vacation will be earned and taken.

Regular Employees shall receive an annual vacation with pay on an *“earn then take format”*.

- Less than one year (from the initial date of hire until June 30) - Employees earn one day per month to a maximum of 10 days.
- 1st, 2nd and 3rd vacation years (from the 1st to 3rd full vacation year of July 1 to June 30) - 10 days or 75 hours at 4% vacation pay from the previous year's earnings.
- 4th, 5th and 6th vacation years (from the 4th to 6th full vacation year of July 1 to June 30) -15 days or 112.5 hours at 6% pay from the previous year's earnings.
- 8th vacation year or more (from the 8th full vacation year of July 1 to June 30 and over) - 20 days or 150 hours at 8% pay from the previous year's earnings.