

**COLLECTIVE AGREEMENT**

**between the**

**VALLEYHAVEN RETIREMENT COMMUNITY LTD.**

**and the**

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

**Effective from September 1, 2018 to August 31, 2022**

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## DEFINITIONS

For the purpose of this agreement:

- (1) *"basic pay"* - means the rate of pay in each wage schedule.
- (2) *"spouse"* - is an employee's married or common-law spouse.
- (3) *"common-law spouse"* - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (4) *"employee"* - means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
- (5) *"Employer"* - means Valleyhaven Retirement Community Ltd.
- (6) *"leave of absence with pay"* - means to be absent from duty with permission and with pay.
- (7) *"leave of absence without pay"* - means to be absent from duty with permission but without pay.
- (8) *"Union"* - means the B.C. Government and Service Employees' Union.
- (9) *"Regular Full-Time Employee"* - means one who is appointed to a regularly scheduled position and is regularly scheduled to work seven and one-half hours per day and between 36 - 37½ hours per week exclusive of unpaid meal periods.
- (10) *"Regular Part-Time Employee"* - means one who is appointed to a regularly scheduled position and is regularly scheduled to work either less than 7½ hours per day or less than 36 hours per week.
- (11) *"Casual Employee"* - means one who is employed on an *"on call"* basis to cover absences including coverage for vacation, illness or injury, or temporary work that is created by a special project or contract.

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

*Note: For clarification purposes:*

- *Overtime rates shall not accrue until after 37½ hours per week.*
- *Vacation time is based upon a percentage of wages.*
- *All employees who are part-time shall have their sick time prorated.*
- *Overtime rates shall not accrue when employees work one of their three scheduled days off.*

## ARTICLE 1 - PREAMBLE

### 1.1 Preamble

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

### 1.2 Future Legislation

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

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

### **1.3 Conflict with Rules**

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

### **1.4 Use of Singular and Plural Terms**

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

### **1.5 Harassment and Bullying in the Workplace**

The Union and the Employer recognize the right of employees to work in an environment free from personal bullying and sexual harassment. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others. The Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.

### **1.6 Personal Harassment Definition**

- (a) Personal and psychological harassment means objectionable conduct either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:
  - (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
  - (2) may or may not involve discriminatory behaviour as defined in the *BC Human Rights Code*; including grounds of a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
  - (3) is seriously inappropriate and serves no legitimate work-related purpose,
- (b) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

### **1.7 Sexual Harassment Definition**

- (a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
  - (1) touching, patting or other physical contact;
  - (2) leering, staring or the making of sexual gestures;

- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

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

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

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

### **1.8 Harassment Complaints**

(a) Personal harassment, bullying and sexual harassment complaints are not a grievance and must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved,

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

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

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

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

(f) Immediate defusing or debriefing, where deemed appropriate, will be made available to all regular and casual employees through the EFAP program at no cost to the affected employee(s).

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

### **1.9 Harassment Complaints Procedure**

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

(a) If you are being harassed:

- (1) Tell the harasser their behaviour is unwelcome and ask them to stop;
- (2) Keep a record of incidents (date, times, locations, possible witnesses what happened your response). You do not have to have a record of events in order to file a complaint, but a record can strengthen your case and help you remember details over time; and



(3) File a complaint. If, after asking the harasser to stop their behaviour, the harassment continues, report the problem to one of the following individuals:

- (i) Director of Care or Director of Nursing/Support Services Manager
- (ii) Immediate Supervisor
- (iii) Union Representative

(b) Where the allegation was presented through the Employer, the Director shall, upon request from the complainant, notify the Union of the complaint in writing within 15 calendar days of receiving the complaint. Where the allegation was presented through the Union, the staff representative shall notify the Employer of the complaint within 15 calendar days and shall provide a copy of the complaint to the Employer's representative,

(c) Once a complaint is received, it will be kept strictly confidential. An investigation will be undertaken immediately and all steps taken to resolve the problem. If appropriate, action, taken may include conciliation. If a complaint is filed through the Union as a grievance, a meeting will be held with the union representative before and within seven days after the investigation to advise the Union of the outcome of the investigation and what action, if any, was taken. Timelines with respect to the grievance procedure will be placed in abeyance pending the outcome of the investigation. Where either the complainant or the respondent, in conjunction with the Union, is dissatisfied with the Employer's response, the matter may be referred to an adjudicator. The parties will agree on a single adjudicator. Where the parties are unable to agree on a single adjudicator, one will be appointed in accordance with the provisions of the *Labour Relations Code*.

(d) Both the complainant and the alleged harasser will be interviewed, as will any individuals who may be able to provide relevant information. An employee interviewed as part of the investigation into a complaint of harassment will be entitled to have their shop steward present during the interview. All information will be kept in confidence.

(e) If the investigation reveals evidence to support the complaint of harassment, the harasser will be disciplined appropriately. Discipline may include suspension or dismissal, and the incident will be documented in the harasser's file. No documentation will be placed on the complainant's file where the complaint is filed in good faith, whether the complaint is upheld or not.

(f) If the investigation fails to find evidence to support the complaint, there will be no documentation concerning the complaint placed in the file of the alleged harasser.

(g) Regardless of the outcome of a harassment complaint made in good faith, the employee lodging the complaint, as well as anyone providing information, will be protected from any form of retaliation by either co-workers or superiors. This includes dismissal, demotion, unwanted transfer, denial of opportunities within Valleyhaven or harassment of an individual because of their having made a complaint or having provided evidence regarding the complaint.

(h) Allegations of harassment made in bad faith will result in appropriate discipline. Discipline may include suspension or dismissal, and the incident will be documented on the complainant's file.

#### **1.10 Anti-Bullying**

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

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

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

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

(d) Immediate defusing, debriefing where deemed appropriate will be made available to employees, through the EFAP program, at no cost to the affected employee.

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

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

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

## ARTICLE 2 - RECOGNITION OF THE UNION

### 2.1 Bargaining Agent Recognition

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

(b) The bargaining unit shall be comprised of all employees at and from 45450 Menholm Road, Chilliwack, BC, except registered nurses, clerical and maintenance; and those excluded by previous agreement of the parties and under the *BC Labour Relations Code*.

### 2.2 Correspondence

(a) Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the Chairperson of the Union Bargaining Committee and to the President of the Union or their designate.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation of any article in this agreement, shall be forwarded to the Chairperson of the Union Bargaining Committee and to the President of the Union or their designate.

### 2.3 No Other Agreement

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

### 2.4 No Discrimination

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

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

The Employer recognizes the Union's right to select three stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards.

A steward shall make every effort to perform the duties of a steward outside of normal working hours except when the Employer calls a meeting with an employee that may be of a disciplinary nature. A steward or their alternate shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

Duties of the steward are:

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

## **2.6 Bulletin Board**

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

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

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

## **2.8 Right to Refuse to Cross Picket Lines**

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

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

(a) Leave of absence without pay and without loss of seniority shall be granted with 14 days written notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC, provided the dispute involves the Employer; or
- (4) to employees representing the Union in collective bargaining.

This provision does not apply to employees who are hired by the Union for a period greater than 18 months.

(b) The Employer shall grant, on request, leave of absence without pay:

- (1) for employees elected for a full-time position with the Union for a period of one year;
- (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
- (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

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

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

## **2.10 Technical Information**

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

## **ARTICLE 3 - UNION SECURITY**

(a) All employees in the bargaining unit, who on date of ratification were members of the Union or thereafter became members of the Union, shall maintain such membership as a condition of continued employment.

(b) All employees hired in the bargaining unit or after the date of ratification shall, as a condition of continued employment, become members of the Union.

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

(a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the



amount of the regular monthly dues payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose. The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

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

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

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied to the Union on a computer tape/disk or by modem. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

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

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

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

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

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

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of their steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to the steward, who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes some time during the first 30 days of employment 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 the management, operation and direction of its working forces.

### **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 Representation**

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

### **7.2 Union Bargaining Committee**

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

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

### **7.3 Union Representatives**

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

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure**

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

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

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

## **8.2 Step 1**

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

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

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

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

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

## **8.4 Step 2**

- (a) Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
  - (3) transmitting this grievance to the designated supervisor through the union steward.
- (b) The Administrator/Director of Care or their designate shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

## **8.5 Time Limit to Reply at Step 2**

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

## **8.6 Step 3**

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

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

## **8.7 Time Limit to Reply at Step 3**

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within 14 days of receipt of the grievance at Step 3.

### **8.8 Time Limit to Submit to Arbitration**

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

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

### **8.9 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be in writing.
- (b) Grievances, replies and notifications shall be deemed to be received on the day they were delivered to the appropriate offices or electronic mailboxes of the Employer or the Union.

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

### **8.10 Management Grievance**

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Administrator or their designate presenting the grievance to the President of the Union or the union area staff representative.

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

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

### **8.11 Time Limits**

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

### **8.12 Deviation from Grievance Procedure**

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

### **8.13 Policy Grievances**

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

#### **8.14 Dismissal or Suspension**

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

#### **8.15 Investigator**

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

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

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

### **ARTICLE 9 - ARBITRATION**

#### **9.1 Notification**

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

#### **9.2 Arbitrator**

When a party has requested that a grievance be submitted to arbitration, the parties will agree on one of the following arbitrators:

Irene Holden  
Joan Gordon  
Chris Sullivan  
David McPhillips

#### **9.3 Decision of the Arbitrator**

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

#### **9.4 Disagreement on Decision**

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

### **9.5 Expenses of Arbitration**

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

### **9.6 Amending Time Limits**

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

### **9.7 Expedited Arbitration**

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

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

- (a) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) the location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose;
- (c) the Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- (d) all decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- (e) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (f) the parties shall equally share the costs of the fees and expenses of the Arbitrator;
- (g) the expedited Arbitrator, who shall act as a sole arbitrator, shall be mutually agreed to by the parties.

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

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

### **10.1 Burden of Proof**

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

### **10.2 Notice of Dismissal or Suspension**

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

### **10.3 Right to Grieve Other Disciplinary Action**

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee



dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(b) Upon the employee's written request, any such document, other than official performance appraisals shall be removed from the employee's file after the expiration of 18 months from the date it was issued, provided that there has not been any further infraction.

(c) In cases where disciplinary documents relate to resident or patient abuse, such documents will be maintained in the employee's file for a period of 24 months from the date it was issued provided that there has not been any further infractions.

#### **10.4 Evaluation Reports**

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

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

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

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

#### **10.5 Personnel File**

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

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

#### **10.6 Right to Have Steward Present**

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

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

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

### **10.7 Employment Abandoned**

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

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

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

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

### **11.2 Seniority Lists**

Seniority lists for regular full-time and part-time employees shall be posted within the first week of the months of January and July. Seniority lists for casual employees shall be posted within the first week of the months of January, April, July and October. The seniority lists shall include the name, department, and straight-time hours paid up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the President of the Union or their designate and to the bargaining unit Chairperson. Such lists shall be open for final correction for a period of 30 calendar days following the posting, after which the seniority list will be considered accurate.

### **11.3 Loss of Seniority**

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

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

An employee shall continue to accrue seniority and shall be returned to their own position in the bargaining unit when they accept an excluded temporary position as:

- Activities Coordinator; or
- Maintenance Manager

for a continuous period of up to 18 months.

### **11.4 Same Service Seniority Date**

Where two or more employees have the same service seniority, and when mutual agreement cannot be reached, then seniority shall be determined by chance.

**11.5 Notice of Termination of Employment**

Fourteen calendar days' notice shall be given by employees upon resignation of employment.

**ARTICLE 12 - VACANCY POSTING****12.1 Postings**

(a) A posting shall be required for vacancies or new positions which are in excess of two calendar months and which the Employer is seeking to fill. A one-time increase or decrease of seven hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy. Any increase up to seven hours per week shall be offered to employees who are regularly scheduled to work the shift to which the additional hours are added (days, afternoons or nights) in order of seniority. An employee who is without a line as a result of the allocation of additional hours shall take the line of the employee who accepted the additional hours.

Any such decrease up to seven hours per week shall be effected in reverse order of seniority among employees who are regularly scheduled to work the shift during which the decrease in hours occurs (days, afternoons or nights). If the decrease in hours of an employee results in the loss of health and welfare benefits, that employee may elect to be laid off or to accept the decrease in hours and remain in their position.

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

(c) The Employer agrees to post such vacancy or new job for a period of at least seven calendar days in advance of the selection. Applications must be received during the seven day period in order to be considered by the Employer.

(d) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work and wage rate.

(e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of two months or less shall be filled in accordance with Appendix 2.

(f) A copy of the job posting will be sent to the Chairperson of the Bargaining Committee.

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

(h) An employee granted a temporary promotion or transfer shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.

**12.2 Eligibility to Apply for Postings**

Employees who post into any temporary vacancy in the same classification will not be eligible to apply for any further temporary vacancy whose schedule conflicts with the current temporary position until the conclusion of the current temporary position. This shall not apply in circumstances where a new temporary vacancy provides additional hours and/or eligibility for benefits.

### **12.3 Selection Criteria**

The successful applicant will be determined on consideration of the qualifications, knowledge, education, skills, experience, efficiency and abilities. Where two or more applicants are relatively equal, the one with the greater seniority will be selected.

### **12.4 Probationary Period**

(a) It is understood that all new employees will be subject to a probationary period of 489 hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which they have been appointed.

(b) The Employer, with the agreement of the Union, may extend the probation period for a further period not to exceed 489 hours worked.

### **12.5 Qualifying Period for a New Classification**

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of 489 hours worked. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to their former position, they shall be returned to their former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position, and wage or salary rate, without loss of seniority.

### **12.6 Applications from Employees**

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

### **12.7 Right to Grieve**

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

Employees who are not the successful applicant for a position may request to discuss with the Employer the reasons for not being selected for a position. Such meeting will be held within five calendar days of being informed they were not successful.

An unsuccessful applicant may file a grievance at Step 1 within seven calendar days of being informed they were not successful.

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

### **12.8 Vacancy Posting**

If a regular employee is absent from their position for more than 24 months as a result of a medical claim, such position will be posted in accordance with the provisions of Article 12.

When the employee who is on claim for more than 24 months is medically cleared to return to the full scope of their duties, they shall be placed into an equivalent position. The requirement to post this position per this article shall be waived for the employee.



**ARTICLE 13 - LAYOFF AND RECALL****13.1 Adjustment Plan**

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms and conditions or security of employment of a significant number of employees to whom this collective agreement applies, the procedure to be followed shall be in accordance with Section 54 of the *Labour Relations Code*.

**13.2 "Layoff" is:**

- (a) A cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization; or
- (b) A reduction in hours of work greater than seven hours per week from the employees' posted position, or that results in the elimination of health and welfare benefits, or that results in a change in the employees' status.

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

- (1) Employees shall be laid off by classification in reverse order of seniority within the support and care departments;
- (2) A laid off employee may bump the least senior employee in either the support or care departments whose hours are up to four hours more or less than the employee's hours per week;  
A laid off employee may bump the least senior employee in a lower classification in the support or care departments, provided the employee is qualified to do the job.  
Bumping rights must be exercised within four calendar days of notification of layoff by providing written notice to the person in charge;
- (c) Employees to be laid off shall receive notice or pay in lieu of notice as follows:
  - (1) After three consecutive months of employment - one week;
  - (2) After 12 consecutive months of employment - two weeks;
  - (3) After three consecutive years of employment - three weeks, plus one additional week for each additional year of employment to a maximum of eight weeks.
- (d) Laid-off regular employees shall retain their seniority accumulated up to the time of layoff, for a period of one year, and shall be re-hired, subject to ability to do the work available.
- (e) Employees on layoff shall be recalled to their former classification in order of seniority subject to qualifications and ability to do the work available.
- (f) New employees will not be hired into regular positions until those laid off in the support or care department have been given an opportunity of recall.
- (g) The Employer shall send notice of recall by registered mail to the employee at their last known address. An employee who is recalled to work after layoff must return to work within seven days of receipt of the notice of recall. If the employee must serve notice at their current job, they will have 14 days to return to work.



## ARTICLE 14 - HOURS OF WORK

### 14.1 Continuous Operation

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

### 14.2 Hours of Work

The hours of work of a regular full-time employee, will be seven and one-half hours per day, exclusive of an unpaid meal period, and an average of 37½ hours per week.

### 14.3 Scheduling

- (a) The Employer shall arrange all shift schedules and post them at least 14 days in advance of the effective date.
- (b) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of six consecutive shifts without receiving two consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15.
- (c) There shall be no split shifts, unless all other options of the collective agreement have been exhausted.
- (d) An employee reporting to work at the call of the Employer shall be paid a minimum of two hours pay at their regular rate of pay if they do not commence work, and a minimum of four hours pay at their regular rate of pay if they commence work.
- (e) Employees may exchange shifts with the prior approval of the Employer, provided that a minimum of seven days' advance notice in writing is given and there is no increase in cost to the Employer. In extraordinary circumstances the Employer may approve shift exchanges with less than seven days' notice.
- (f) If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of the next regular shift, the employee shall not be required to report to work until there are eight clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.
- (g) Where the Employer plans to implement a significant change in the shift schedule of regular employees, which will affect a majority of employees in the rotation, the change may be made provided that:
  - (1) the change is consistent with the operational requirements and the provisions of the collective agreement and is not capricious, arbitrary, discriminatory or in bad faith;
  - (2) the Employer has inquired into and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the changes will have on the personal circumstances of such employees; and
  - (3) if there is a change in rotation, that rotation will be posted 14 days in advance. Employees who have been directly impacted by the change in rotation shall have seven days after the close of the posting to bid on a maximum of three days shifts. Appointments will be based on seniority. Any unfilled shifts will be posted and filled based on Article 12.3.

#### **14.4 Shift Differential**

Employees working on the night shift shall be paid a shift differential of \$1 per hour for the entire shift worked.

#### **14.5 Rest and Meal Periods**

- (a) There shall be a 15 minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four hours, will receive one 15 minute paid rest period.
- (b) An unpaid meal period of one-half hour will be scheduled as close as possible to the middle of each shift of five hours or more and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. An employee shall not work more than five consecutive hours without a meal period.
- (c) An employee who has been designated by the Employer to be available for work during their meal period will receive pay for the meal period at straight-time rates.

### **ARTICLE 15 - OVERTIME**

#### **15.1 Definition of Overtime**

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

#### **15.2 Authorization and Application of Overtime**

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

#### **15.3 Right to Refuse Overtime**

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations. In those situations where an employee is required to work, it will be the employee with the least seniority that will be obligated to stay. Requests for accommodation to be excused will be considered.

#### **15.4 Overtime for Part-Time Employees**

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

A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than their regularly scheduled workdays, shall be paid at the rate of

straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee. Overtime rates shall apply to hours worked in excess of normal workdays in the workweek of a full-time employee.

### **15.5 Overtime Compensation**

Overtime worked shall be compensated at the following rates:

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

### **15.6 Callback**

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

### **15.7 Rest Interval**

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

### **15.8 Shift Exchanges**

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

## **ARTICLE 16 - PAID HOLIDAYS**

### **16.1 Paid Holidays**

Regular employees shall be entitled to a day off with pay (in accordance to the equivalent hours worked and statutory holiday worked) for each of the following statutory holidays:

New Year's Day	Thanksgiving Day
Canada Day	Boxing Day
Labour Day	Good Friday
Remembrance Day	Christmas Day
BC Day	Queen's Birthday
BC Family Day	

Any other holiday proclaimed as a holiday by the federal government or the government of the Province of British Columbia shall be a paid holiday as per Article 1.2.

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

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

### **16.3 Holiday Falling on a Scheduled Workday**

In addition to Article 16.1, a regular employee who works on a statutory holiday, referred to in Article 16.1, shall be paid at the rate of one and one-half times their rate of pay.

A regular full-time or part-time employee required to work on a statutory holiday referred to in Clause 16.1 shall be paid statutory pay as set out in this article when one-half or more than one-half of the hours worked fall within 0001 hours and 2400 hours on the statutory holiday.

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

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

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

The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for the employees so requesting, based on seniority, staffing requirements and the holiday shifts worked the previous year. Such requests shall be made in writing prior to November 1<sup>st</sup> of each year.

### **16.6 Paid Holiday Pay**

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

## **ARTICLE 17 - ANNUAL VACATIONS**

### **17.1 Vacation**

(a) Post probationary regular full-time employees shall be credited for and granted vacations determined as of the employee's anniversary date and earned based on the employee's straight-time earnings as follows:

Years of Service	Vacation Entitlement	Vacation Pay Accrual
Less than three years	Two weeks	4%
Three years or more	Three weeks	6%

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

#### *Partial Year*

(b) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.



- (c) An employee whose employment ceases before they have completed five working days of employment is not entitled to annual vacation pay.
- (d) Employees are not entitled to take vacation time that is not earned.

#### **17.2 Vacation Carryover**

An employee may carry over up to five days' vacation leave per vacation year for two consecutive vacation years, up to a maximum of 10 days. Such carried over vacation must be taken together along with any additional vacation to which the employee is entitled, no later than the third vacation year. Employees planning to carry over vacation leave credits shall notify their departmental supervisor, in writing, by March 15<sup>th</sup> of each vacation year.

Failure by an employee to take their carried over vacation time, plus vacation time earned in the third year, will result in a full pay settlement to the employee within the last payroll of the vacation year. The rate of pay used to calculate the employee's vacation pay (whether used or unused) shall be the rate of pay to which the employee was entitled when the vacation was earned.

#### **17.3 Callback**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred thereby by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation time.

#### **17.4 Vacation Scheduling**

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority as per Article 11 within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

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

#### **17.5 Vacation Schedules**

- (a) Employees shall submit their vacation requests to their supervisor on or before:
  - By November 30<sup>th</sup> of the previous year for the period January 1<sup>st</sup> to June 30<sup>th</sup>; and
  - By April 30<sup>th</sup> for the period July 1<sup>st</sup> through December 31<sup>st</sup>.
- (b) An employee who does not exercise their seniority rights by the cutoff dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) The Employer will post the approved vacation schedule within 14 days of the cutoff dates referenced in (a) above.



- (d) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

#### **17.6 Vacation Pay**

Upon receipt of 30 days written notice, the Employer shall pay to the employee, immediately prior to the commencement of their vacation, an amount equivalent to their vacation pay earned, up to the amount of vacation time being taken.

#### **17.7 Vacation Credits Upon Death**

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

#### **17.8 Reinstatement of Vacation Days**

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

### **ARTICLE 18 - SICK LEAVE**

#### **18.1 Sick Leave Entitlement**

- (a) Effective January 1, 2020, employees who have completed their probationary period shall be compensated at 100% for six days in a calendar year.
- (b) Employees hired after January 1<sup>st</sup> of each year shall have their sick leave prorated.
- (c) Employees shall be entitled to carry over two days of sick leave annually.

#### **18.2 Medical Documentation**

Where it appears that an employee's sick leave utilization is excessive, the employee may be required to submit additional medical documentation. Any cost associated with obtaining medical documentation shall be borne by the employee.

#### **18.3 Employee to Inform Employer**

The employee shall advise the Administrator/designate at least 24 hours prior to the start of their next shift or as soon as possible of their inability to report to work because of sickness or injury and the probable date of their return to work.

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

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

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

#### **18.4 Expiration of Sick Leave Credits**

The Employer shall inform employees, upon request of their sick leave hours. At the expiration of sick leave hours, employees who continue to be off on sick leave shall apply for and be placed on unpaid leave of absence in accordance with Article 20.4. If the employee is not fit to return to their previous position at the expiry of the unpaid leave of absence, the employee must apply for further leave of absence.

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

Employees who wish to continue to coverage under Article 24 may do so provided the employee pays the full cost of the premiums.

#### **18.5 Probationary Period**

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

#### **18.6 Third Party Coverage**

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

Where the Employer recovers monies from the ICBC, the employee's sick leave hours shall be proportionately reinstated.

### **ARTICLE 19 - WORKERS' COMPENSATION**

#### **19.1 Sick Leave/Workers' Compensation**

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

#### **19.2 Benefits While on Compensation**

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

- (a) seniority hours pursuant to Article 11.1 shall continue to accrue;
- (b) vacation entitlement in Article 17.1 shall continue to accrue; and
- (c) the Health and Welfare provisions of Article 25 will continue to apply for 20 calendar days or the end of the calendar month in which the employee is injured whichever is greater.

### **19.3 Employee to Contact Employer**

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

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

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

## **ARTICLE 20 - SPECIAL AND OTHER LEAVE**

### **20.1 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. The employee will be required to provide documentation to support their request for such leave. There will be no interruption in the accrual of seniority. Benefits provided for under Clause 21.6 (Benefit Plan) will continue for up to eight weeks of absence.

Thereafter, employees may choose to continue their benefits, pursuant to Clause 20.5 (Health and Welfare Benefits While on Unpaid Leave of Absence).

### **20.2 Bereavement Leave**

(a) In the event of the death of an immediate family member, an employee who is not on unpaid leave of absence shall be entitled to bereavement leave, at their regular rate of pay, for three days. The employee may be entitled to two additional days off, without pay, to travel in conjunction with the bereavement leave day.

(b) Immediate family is defined as an employee's spouse (including common-law), child, stepchild, parent, stepparent, foster child, foster parent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, grandchild and a relative permanently residing in the employee's household or with whom the employee permanently resides.

### **20.3 Unpaid Leave for Public Office**

Employees shall be granted unpaid leave of absence without loss of seniority.

(a) For employees to seek election in a municipal, provincial, federal, First Nation or other Aboriginal election for a maximum period of 90 days;

(b) For employees elected to a public office for a maximum period of five years.

Employees may continue their benefits, pursuant to Clause 20.5 (Health and Welfare Benefits While on Unpaid Leave of Absence).

### **20.4 Unpaid Leave**

(a) Subject to Clause 20.4(b), an employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor.

Reasonable notice of at least 14 days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall be subject to operational requirements and will not be unreasonably withheld.

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

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

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

#### **20.5 Health and Welfare Benefits While on Unpaid Leave of Absence**

The employee may continue benefit coverage, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

#### **20.6 Education Leave**

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

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

(c) Educational courses referred to on a job description shall not be paid for by the Employer. The Employer will allow employees study time for courses mandated by the Employer (e.g. WHMIS, hand hygiene, etc.) The employee will receive approval from the Employer before taking the time.

#### **20.7 Jury Duty and Leave for Court Appearances**

Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An employee in receipt of their regular earnings while serving at a court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

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

### **ARTICLE 21 - MATERNITY AND PARENTAL LEAVE**

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article will give at least four



weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

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

### **21.1 Maternity Leave**

- (a) The employee will be granted leave for a period of 17 consecutive weeks.
- (b) The period of maternity leave will commence not earlier than 13 weeks before the expected date of delivery and end no earlier than six weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Clause 21.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates they intends to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

### **21.2 Parental Leave**

- (a) Upon application, an employee will be granted leave of absence for up to 37 weeks following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
  - (1) in the case of the birth parent, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Clause 21.1,
  - (2) in the case of the non-birth parent or the common-law partner of the birth parent, including a same-sex partner, up to 62 consecutive weeks commencing within the 78 week period following the birth of the child,
  - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78 week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

**21.3 Leave without Pay**

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

**21.4 Aggregate Leave**

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

**21.5 Return from Leave**

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

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

**21.6 Benefit Plan**

If an employee maintains coverage for benefits while on maternity leave or parental leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of 17 weeks and for an employee on parental leave, a maximum of 37 weeks.

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

**21.7 Sick Leave**

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

**21.8 Vacation**

The employee shall retain vacation credits they had accrued immediately prior to commencing the leave and shall 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 their leave for other than approved medical reasons, vacation entitlement shall not be earned during the extended leave period.

**21.9 Seniority Rights on Reinstatement**

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

**21.10 Extended Child Care Leave**

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken, pursuant to Clauses 21.1 and 21.2, an employee shall be granted a further unpaid leave of absence not to exceed one year.

An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended child care leave, pursuant to Clause 20.5 (Health and Welfare Benefits While on Unpaid Leave of Absence).

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

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

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

### **22.1 Safety Committee**

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

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

The union representatives shall be employees at the workplace. However, a union staff representative may attend meetings as requested by either party.

### **22.2 Committee Responsibilities**

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

The Union agrees to actively pursue with the other health care unions certified within the same facility a joint union committee for the purposes of this article.

### **22.3 Date of Injury**

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

### **22.4 Transportation**

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

### **22.5 Right to Refuse Unsafe Work**

No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* and regulations.

### **22.6 Lieu Time to Attend Meetings**

Members of the Safety Committee who attend safety committee meetings outside normal working hours shall be credited with equivalent straight-time off with pay, to be scheduled at a mutually agreeable time.

## **22.7 Investigation of Accidents**

(a) Pursuant to the *Workers Compensation Act*, Part 3, Division 10, consistent with Sections 172 and 174, governing Accident Reporting and Investigation, all accidents/incidents shall be jointly investigated.

The worker representative, appointed by the Union, shall be released from their regular duties to participate in the investigation. A preliminary investigation will be completed within 48 hours and a preliminary and corrective action report will be provided to the Committee. The full investigation will be completed within 30 days with the full investigation and corrective action report submitted on a WCB-approved investigation form. Copies will be sent to the Workers' Compensation Board and the members of the Occupational Health and Safety Committee.

(b) In the event of a fatality the Employer shall immediately notify the President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above.

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

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

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment, in accordance with Section 54 of the *Labour Relations Code*.

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

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

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

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

## **ARTICLE 24 - HEALTH AND WELFARE**

### **24.1 Health and Welfare Benefits**

The Employer shall provide the following health and welfare plan to regular employees who have completed their probationary period:

#### *Medical Plan*

The British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer will pay 75% of the premium for eligible employees and their dependants.



*Dental Plan*

A dental plan, with a 25/50 deductible, covering 80% of the costs of the basic plan (Plan A), 50% of the cost of major restorative plan (Plan B) and 50% of Orthodontia (Plan C) with a lifetime maximum of \$2,500 beyond the deductible. The basic plan and the major restorative plan are subject to a maximum of \$1,000 per year combined. The premiums for such plans shall be 50% employer paid, for eligible employees and their dependants.

*Group Life and Accidental Death and Dismemberment*

A group life insurance policy and an accidental death and dismemberment policy, the premiums for which shall be 50% employer paid, for eligible employees.

*Extended Health Care Plan*

An extended health care plan, with a 25/50 deductible and unlimited life time maximum for claims, covering 80% of the cost beyond the deductible, the premiums for which shall be 50% employer paid, for eligible employees and their dependants. Maximum \$5000 per year for nursing care and \$500 every five years for hearing aides. Maximum \$400 every two years for corrective lenses. Lifetime maximum of \$1 million for out-of-Canada emergency services. Annual maximum of \$15,000 per person for prescription drugs.

**24.2 Commencement of Coverage**

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

(b) *Casual Employees Working Regular Assignments Exceeding Six Continuous Months*

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

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

**ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES****25.1 Paydays**

(a) Employees shall be paid biweekly by direct deposit.

(b) The distribution of paycheque stubs shall be as per current practices.

(c) If an employee believes there is an error on their pay, they must report it immediately. In the event that there has been an error made by the Employer, any monies owing to the employee shall be paid to the employee within three business days of the report being made.

(d) A record of missed time punches shall be updated and posted twice a week until such time as the payroll system allows on-line access.

## **25.2 Pay on Temporary Assignment**

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

## **25.3 Mileage**

An allowance of 46¢ per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

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

# **ARTICLE 26 - NOTICE OF NEW AND CHANGED POSITIONS**

## **26.1 Job Descriptions**

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

## **26.2 New Classifications/Duties**

### **(a) Notice of New Positions**

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

### **(b) Notice of Changed Positions**

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

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

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

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

# **ARTICLE 27 - GENERAL CONDITIONS**

## **27.1 Indemnity**

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

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

## **27.2 Employer Property**

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

## **27.3 Copies of Agreement**

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

The cost shall be shared equally. The Union will invoice the Employer.

## **27.4 Volunteers and Practicum Students and Bargaining Unit Work**

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

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

## **27.5 Personal Property Damage**

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

## **27.6 Joint Labour/Management Committee**

- (a) The parties agree to establish a joint committee composed of two employees appointed by the Union and two representatives of the Employer. A union staff representative may attend Labour/Management meetings as requested by either party.
- (b) The Joint Committee shall meet at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) correcting conditions causing misunderstandings;
  - (3) dealing with matters referred to it in this agreement;
  - (4) to review workplace best practices.

- (f) Minutes of joint committee meetings shall be transcribed by the Employer and distributed to committee members.

#### **27.7 Employee Access to Leave Records**

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

### **ARTICLE 28 - TERM OF AGREEMENT**

#### **28.1 Duration**

This agreement shall be binding and remain in effect until midnight August 31, 2018.

#### **28.2 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 July 31, 2018 but in any event, no later than midnight on July 31, 2018.
- (b) Where no notice is given by either party prior to July 31, 2018, both parties shall be deemed to have given notice under this section on July 31, 2018.
- (c) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Administrator.

#### **28.3 Change in Agreement**

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

#### **28.4 Agreement to Continue in Force**

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

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

#### **28.5 Effective Date of Agreement**

The provisions of this agreement shall come into full force and effect on the date of ratification unless otherwise specified.



SIGNED ON BEHALF OF  
THE UNION:

  
Stephanie Smith  
President

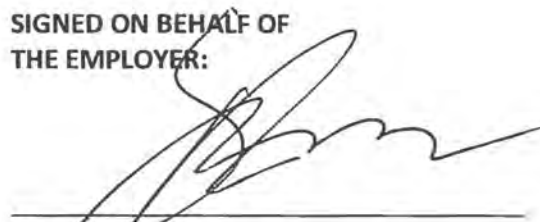
  
Ashley Oesch  
Bargaining Committee Chair

  
Pamela Conroy  
Bargaining Committee

  
Tina Vallier  
Bargaining Committee

  
Linsay Buss  
Staff Representative

SIGNED ON BEHALF OF  
THE EMPLOYER:

  
Kevin Svoboda  
President

  
Peter Kafka  
Chief Spokesperson

Dated this 26 day of September, 2019.

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

Classification	Steps	Hours	Current	Sep 1/18	Sep 1/19	Sep 1/20	Mar 1/21	Sep 1/21
				1.5%	2%	1.25%	1.25%	2.75%
LPN	1	0-2000	24.67	25.04	25.54	25.86	26.18	26.90
	2	2001-4000	25.84	26.23	26.75	27.09	27.43	28.18
	3	4001-6000	26.43	26.83	27.36	27.70	28.05	28.82
	4	6000+	27.49	27.90	28.46	28.81	29.17	29.98
RCA	1	0-2000	18.80	19.08	19.46	19.70	19.95	20.50
	2	2001-4000	19.38	19.67	20.07	20.32	20.57	21.14
	3	4001-6000	19.97	20.27	20.68	20.93	21.20	21.78
	4	6000+	20.76	21.07	21.49	21.76	22.03	22.64
Multi Skilled Worker	1	0-2000	14.69	14.91	15.21	15.40	15.59	16.02
	2	2001-4000	15.27	15.50	15.81	16.01	16.21	16.66
	3	4001-6000	15.86	16.10	16.42	16.63	16.83	17.30
	4	6000+	16.45	16.70	17.03	17.24	17.46	17.94
Activity Aide	1	0-2000	18.21	18.48	18.85	19.09	19.33	19.86
	2	2001-4000	18.80	19.08	19.46	19.70	19.95	20.50
	3	4001-6000	19.38	19.67	20.07	20.32	20.57	21.14
	4	6000+	20.15	20.45	20.86	21.12	21.39	21.97
Cook	1	0-2000	17.62	17.89	18.24	18.47	18.70	19.22
	2	2001-4000	18.80	19.08	19.46	19.70	19.95	20.50
	3	4001-6000	19.38	19.67	20.07	20.32	20.57	21.14
	4	6000+	19.85	20.14	20.55	20.80	21.06	21.64

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

(a) *The Casual Register*

- (1) The Employer will maintain a casual register for regular and casual employees.
- (2) Casual and regular employees must notify the Administrator/designate, in writing, of their availability for casual work and their willingness to accept work with less than 24 hours' notice.
- (3) Notification must be submitted to the Administrator/designate at least 14 days prior to posting the following month's schedule.
- (4) Casual and regular employees, having provided notice in writing as per (2) and (3) above, will be placed on the casual register in order of seniority for the following month.
- (5) A casual or regular employee shall be entitled to register for work in any job for which they have the qualifications to perform.
- (6) Casual employees shall be removed from the casual list under any of the following circumstances:
  - If they do not work three shifts in a three month period of time, provided they have been offered a minimum of three shifts during that period; or
  - If they fail to provide their availability for a period of three months; or
  - If they do not provide availability of at least four shifts in every month; or

- If they refuse three shifts in a three month period, when they have provided their availability for these shifts.

(7) A casual employee has the same responsibility to work a shift they have accepted as a regular employee.

(8) The Employer may offer to extend shifts of regular part-time employees by seniority who are scheduled to work less than 7.5 hours in a day. Employees shall indicate their availability as per (2), (3), (4) and (5) above.

(b) *Procedure for Calling Employees for Casual Work*

(1) The Employer shall call in by seniority and stated availability and may consider the necessity for on-the-job orientation (one shift) of new employees in the calling of casual employees.

(2) A log will be kept of all calls made for casual call-in. The log book shall show:

- the date
- employee called
- the time called
- the position and shift being called to fill
- the outcome of the call (accept, decline, no answer, answering machine, message left)
- the signature of the caller

(3) Only one call needs to be made to any one available casual employee, provided that the telephone be allowed to ring a minimum of five times. If the shift is refused, or there is no answer, or if a message is left, the Employer may then call the casual employee next on the seniority list.

(4) A casual or regular employee will not be called for shifts that conflict with their schedule.

(c) *Other Terms and Conditions*

(1) Hours worked by casual employees shall be paid 4% vacation pay based on straight-time wages on each paycheque. Casual hours worked by regular ~~part-time~~ employees shall accrue vacation pay at the employee's vacation percentage.

(2) Casual employees who have served their probationary period, who work on a proclaimed statutory holiday as per Article 16.1 shall be paid time and one-half if they worked 15 days in the past 30 days in addition to the statutory holiday.

(3) Casual employees scheduled to work on Christmas Day, within 0001 hours and 2400 hours, shall be paid at the rate of time and one-half of their rate of pay.

(4) Except as otherwise noted, the provisions of Article 13, 14.3(a), 14.3(e), 14.3(g), 15.5(c), 15.6, 16, 17, 18, 19, 20, 23 and 24 shall not apply to casual employees.

(5) Notwithstanding (3) above, a casual employee may request unpaid leave of absence, not to exceed six months.

**MEMORANDUM OF AGREEMENT #1  
Contracting Out**

The Employer agrees not to contract out bargaining unit work to any outside agency which would result in the laying off of employees in the bargaining unit. This memorandum will expire on August 31, 2022.

**LETTER OF AGREEMENT  
BETWEEN  
VALLEYHAVEN RETIREMENT COMMUNITY LTD.  
AND  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

The Employer agrees to reimburse all employees any money owing as a result of an inaccurate claim assessment, by the carrier, during the term of this agreement, commencing August 31, 2014.

The carrier is the Community Services Benefits Trust, and the Employee Benefits Handbook is Employee Class 03, effective August 1, 2010, amended December 1, 2012.

All claims must be submitted by August 31, 2019.