

**COLLECTIVE AGREEMENT**

**between the**

**CSH W. MANOR INC. C.O.B.  
WILLOW MANOR**

**and the**

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

**Effective from January 1, 2018 to December 31, 2020**

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## DEFINITIONS

"*Bargaining unit*" - is the unit for collective bargaining referred to in the certificate issued by the Labour Relations Board on February 28, 2008 respecting CSH W. Manor Inc. c.o.b. Willow Manor for whom the B.C. Government and Service Employees' Union is the bargaining agent.

"*Basic rate of pay*" - means the rate of pay negotiated by the parties to this agreement, as specified in Appendix 4.

"*Continuous service*" - means uninterrupted regular full-time and/or regular part-time employment with the Employer.

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

"*Dependant*" - means a dependant as defined by the insurance carrier in the plan document.

"*Employee*" - means a member of the bargaining unit who is:

- (a) "*probationary employee*" - means an employee who is hired into a probationary status and who has not yet successfully completed 487 hours worked.
- (b) "*casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
  - (1) paid leave relief
  - (2) unpaid leave relief
  - (3) temporary increase of workload

A casual employee is only entitled to the benefits set out in Appendix 1.

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

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

"*Employer*" - means CSH W. Manor Inc. c.o.b. Willow Manor at 12275 - 224th Street, Maple Ridge, BC.

"*Rest Period*" - means a paid interval, which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest excluding the half hour unpaid break for lunch/dinner.

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

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

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The parties to this agreement desire to foster and maintain a relationship amongst the Employer, the Union and the employees, which is in every respect conducive to their mutual well-being.

## **1.2 Future Legislation**

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

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

## **1.3 Licensed Premises**

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

## **1.4 Conflict with Policy**

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

## **1.5 Harassment**

- (a) The Employer and the Union agree to foster and promote a workplace environment free from harassment and bullying.
- (b) Nothing in this article limits the Employer's managerial and supervisory rights and responsibilities or the exercise of those rights and responsibilities as provided for in the Management Rights article of this collective agreement.
- (c) Any complaints pertaining to this article may be referred by the Union to Step 2 of the grievance procedure under this collective agreement or may be taken by the employee to the British Columbia Human Rights Tribunal.
- (d) An employee who files a written complaint, which would be seen by a reasonable person to be frivolous, vindictive or vexatious, may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 - Grievance Procedure.

## **ARTICLE 2 - BARGAINING AGENT RECOGNITION**

### **2.1 Recognition**

This agreement covers all employees of Willow Manor, save and except the General Manager, Food Service Manager, Director of Care, Administrative Assistant, Marketing Manager, Maintenance Manager, and Social Coordinator.

The Employer recognizes the B.C. Government and Services Employees' Union as exclusive bargaining agent for all employees falling within the bargaining unit as of date of certification, February 28, 2008.

### **2.2 No Other Agreement**

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

### **2.3 Union and Employer Representation**

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

### **2.4 Correspondence**

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

### **2.5 Union Representative**

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

### **2.6 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards and agrees to advise the Employer in writing of any change of steward as soon as possible. The Employer shall recognize up to three stewards elected or appointed by the Union.

A steward shall receive the permission of the immediate supervisor/designate before leaving work to perform duties as a steward. Such permission, subject to operational requirements, shall not be unreasonably withheld. Leave for this purpose shall be with pay. The steward shall notify the immediate supervisor/designate on completion of their union duties.

### **2.7 Bulletin Boards**

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

### **2.8 No Discrimination**

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

### **2.9 Union Insignia**

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

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

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

encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

### **2.11 Leave of Absence for Union Business**

- (a) The Employer shall grant leaves of absence to employees to attend union conventions, negotiations of the collective agreement with the Employer and other union business. The Union agrees that such leave will not unduly affect the proper operations or be detrimental to the proficient operations of the Employer.
- (b) In requesting such leaves of absence, the Union must give 14 days written notice to the Employer to be confirmed in writing. The Employer will respond to the application within three days.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union.
- (d) It is agreed that the Union will elect three employees who will represent the Union in negotiations of subsequent collective agreements with the Employer. The Union agrees to elect three employees with only two employees at a time attending labour management as per Clause 7.1 - Labour/Management Committee and health and safety committee meetings as per Clause 23.1 - Health and Safety Committee.

### **2.12 Bargaining Unit Information**

The Employer agrees to provide the Union with a list of employees covered by this agreement, their classification, employee status and addresses as provided by employees in January and July of each year. The Employer shall supply this information on hard copy. The Union indemnifies the Employer in regards to the provision of this information and in the case of any complaint it shall be directed to the BCGEU Privacy Officer.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Union Membership**

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

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

## **ARTICLE 4 - UNION DUES**

### **4.1 Union Dues**

- (a) The Employer is authorized and shall deduct in each pay period, an amount equal to union dues from each employee's pay. An employee shall, as a condition of employment, complete an authorization form providing for the deduction from the employee's biweekly pay an amount equivalent to the regular dues and/or assessments payable to the Union by a member of the Union.
- (b) The Employer shall remit any dues deducted to the Union along with a list of employees and the amounts deducted within 30 days of the end of the month of the deduction. The list shall include the employee name, social insurance number, classification, the pay period earnings and the amount of dues deducted.

- (c) The total amount of union dues deducted from an employee's pay shall be indicated on the employee's T4 slip.
- (d) The Union shall advise the Employer in writing, 30 days in advance of the amount of its dues and/or any changes in the amount of dues to be deducted.

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

### **5.1 Acquaint New Employees**

- (a) A new employee shall be advised of the name and location of the union steward(s). The Employer will provide an opportunity for the new probationary employee and the union steward to meet within regular working hours for a period not to exceed 15 minutes, without loss of pay, only once during the first calendar month.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

### **6.1 Management Rights**

The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive right and function of the Employer except as this agreement otherwise specifies:

- (a) to determine and establish job content, the work to be done, the schedule and the standards and procedures for the performance of such work, the number of employees required and the duties to be performed by each from time to time;
- (b) to maintain order, discipline and efficiency and in connection therewith, to establish, enforce and alter from time to time rules and regulations to be observed by employees. The Employer reserves the right to amend or abolish such rules, regulations, policies and procedures or introduce new rules, etc. from time to time, copies of which are to be posted on the bulletin board. It is agreed that, prior to changes being made under this clause, the Employer shall notify the employees of such change and further agrees to consider any representation made by the employees with respect to such change;
- (c) to hire, transfer, layoff, recall, promote, demote, classify and assign duties; to discharge, suspend or otherwise discipline employees who have completed their probationary period, provided that a claim by any employee that they have unjustly been disciplined may be subject to the grievance procedure. Probationary employees may be discharged at the sole discretion of the Employer. The Employer may dismiss a probationary employee where the employee is found to be unsuitable for continued employment in the position to which they have been appointed;
- (d) to operate and manage its affairs and Retirement Residence in as efficient and economical manner as it sees fit and to plan, direct and control the work of the employees and the operations of the Retirement Residence. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole and the number of employees required for the Employer's purpose and to reduce or increase normal hours of work per day or per week and to establish starting and quitting times;
- (e) to determine the nature and kind of functions and operations to be conducted by the Employer; the services to be rendered and the method by which such services will be rendered; the kinds and locations of facilities, equipment, merchandise, goods, fixtures to be used, the type of resident services to be carried on; and the control of materials and goods.

## ARTICLE 7 - EMPLOYER-UNION RELATIONS

### 7.1 Labour/Management Committee

(a) A labour/management committee shall be established, consisting of two employees and two representatives of the Employer. On the advance written request of any of its member(s), with a proposed agenda of matters for discussion, the Labour/Management Committee shall meet at least once every two months or more frequently, if necessary, during the term of this agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this agreement. The purpose of the Labour/Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

(b) Employees shall not suffer any loss of basic pay for time on this committee and the meeting shall be on employer time or granted equivalent time off if scheduled on a day off. The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to provide the best possible service to the residents entrusted to them. The parties declare that in all instances and circumstances they commit themselves to the best of their ability to the happiness, security, physical and emotional well-being of the residents.

### 7.2 Employee Attendance at Staff Meetings

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

(b) Where an employee is directed by the Employer to attend a staff meeting or committee meeting outside of normal working hours, they shall be credited with equivalent time off at their basic rate of pay.

### 7.3 Unpaid Leave - Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

(a) Employees seeking election in a municipal, provincial or federal election shall be granted unpaid leave of absence for a period up to 90 calendar days.

(b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five years.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### 8.1 Definition

"Grievance" means any difference or dispute arising between the parties concerning the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable.

### 8.2 Grievance Procedure

The following grievance procedure shall apply:

(a) *Step 1*

Within 21 calendar days of the alleged violation, the employee, together with a union steward, at the employee's option, shall attempt to resolve the grievance through discussion with their supervisor. A grievance shall not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and the Administrator, or their designate, in accordance with Step 1 of the grievance procedure unless the dispute includes the discharge or suspension of an employee.

(b) *Step 2*

If the matter is not resolved at Step 1, the employee, or a union representative at the employee's option, shall present the grievance in writing to the Residence's senior management, clearly setting forth full particulars of the alleged violation, including the article(s) involved and the remedy sought. The written grievance must be presented within 21 calendar days of the alleged violation. Within 21 calendar days following receipt of the written grievance, the Residence's senior management shall provide the employee and the Union with a written reply.

### **8.3 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9 - Arbitration, the President or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

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

### **8.4 Dismissal or Suspension Grievance**

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

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

### **8.5 Deviation from Grievance Procedure**

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

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

### **8.6 Amending Time Limits**

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

### **8.7 Policy Grievance**

(a) Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or designate and the Union within 21 calendar days of the occurrence.

(b) Where no satisfactory agreement is reached, either party, within 21 calendar days, may submit the dispute to arbitration and shall then set forth the particulars in writing of the alleged violation to the other party.

#### **8.8 Failure to Observe Time Limits**

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

However, neither party will be deemed to have prejudiced its position on any future grievance.

#### **8.9 Management Grievance**

The Employer may initiate a grievance at Step 2 of the grievance procedure by the Administrator or their designate presenting the grievance to the President of the Union or their representative.

Failing satisfactory settlement at Step 2 and pursuant to Article 9 - Arbitration, the Employer may inform the President or their designate of their intention to submit the dispute to arbitration within:

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

#### **8.10 Section 104 Procedure**

As part of the grievance, the parties may agree to the following:

- (a) If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of this agreement, a single arbitrator agreed to by the parties shall, at the request of either party:
  - (1) investigate the difference,
  - (2) define the issue in the difference, and
  - (3) make written recommendations to resolve the difference

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

- (b) If either party is not satisfied with the recommendation delivered in accordance with Clause 8.10(a) above, it may present the grievance at the next step of the grievance procedure.

#### **8.11 Technical Objections to Grievances**

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

## ARTICLE 9 - ARBITRATION

### 9.1 Appointment of a Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the parties shall have 14 calendar days to agree on a single arbitrator. Failing such agreement, either party may request that a single arbitrator be appointed pursuant to the *Labour Relations Code* of British Columbia. The parties agree to utilize one of the arbitrators listed in Memorandum of Understanding #1.

### 9.2 Binding Decision

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

### 9.3 Jurisdiction of the Arbitrator

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

### 9.4 Cost of Arbitrator

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

### 9.5 Amending Time Limits

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

### 9.6 Expedited Arbitration

- (a) The party shall mutually agree to an arbitrator. In the event that the parties cannot agree, they will seek the assistance of the Labour Board under Section 86.
- (b) A representative of the Employer and the Union shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.
- (c) 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.
- (d) The parties will endeavour to reach an agreed-to statement of facts prior to the hearing.
- (e) All presentations are to be short and concise, and are to include a comprehensive opening statement.
- (f) The decision of the Arbitrator is to be completed on the agreed-to form and sent to the parties with three working days of the hearing.

All decisions of the arbitrators 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.

All settlements of proposed expedited arbitration cases made prior to hearing shall be made without prejudice.

**ARTICLE 10 - DISCIPLINE AND DISMISSAL****10.1 Discipline**

- (a) In all cases of discipline and dismissal, except in the case of a probationary employee, the burden of proof of just cause shall rest with the Employer.
- (b) The Employer shall not dismiss or discipline an employee who has completed their probationary period except for just and reasonable cause.
- (c) Notice of dismissal or suspension or rejection on probation shall be in writing and shall set forth the reasons for dismissal or suspension or rejection in specific terms related to the respective employment position, and a copy shall be sent to the President of the Union or their designate.
- (d) The employee shall be given a copy of any disciplinary document that will be placed in their Personnel File.

**10.2 Notice of Dismissal or Suspension**

Notice of dismissal or suspension or rejection shall be in writing and shall set forth the reasons for dismissal and a copy shall be sent to the President of the Union or their designate, within five days of the action being taken.

**10.3 Personnel File**

An employee shall have the right to request that any disciplinary action be removed from the personnel file after 12 months has expired, provided that there has been no subsequent disciplinary action. Letters of suspension shall be removed after 18 months has expired, provided there has been no subsequent disciplinary action. An employee or the President of the Union or their designate, with the employee's written authority, shall be entitled to view the employee's personnel file provided that the Employer is given adequate notice. Access to the personnel file shall be provided within seven calendar days of the request. Once determined all disciplinary action in regards to resident abuse will remain on the file permanently.

**10.4 Right to Have Steward Present**

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

**10.5 Employment Abandoned**

Any employee who fails to report for work and does not notify the Administrator, or their designate, within three consecutive scheduled shifts, 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 will be recognized and will accrue based on an employee's length of continuous service from their date of hire, inclusive of all paid leaves, on a straight-time hours basis.

**11.2 Leaving the Bargaining Unit**

An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall not continue to accumulate seniority. When the temporary assignment ends, the employee shall be credited with bargaining unit seniority accrued prior to the assignment.

**11.3 Probationary Employees**

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

**11.4 Loss of Seniority**

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

- (a) resigns from the employ of the Employer;
- (b) is discharged for just and reasonable cause;
- (c) is on layoff for more than 12 consecutive months;
- (d) after a layoff, fails to report to work within three working days after being recalled by telephone or registered letter addressed to the address last provided by the employee to the Employer;
- (e) is absent without leave for three or more scheduled shifts without having notified the Employer, in which case the employee shall be deemed to have quit without notice, unless a reason satisfactory to the Employer is given;
- (f) uses an authorized leave of absence for a purpose other than for which the leave was granted;
- (g) fails to return to work upon the expiration of an authorized leave of absence or vacation or suspension unless a reason satisfactory to the Employer is given; or
- (h) is in the employ of another employer during the employee's regularly working hours while on a leave of absence;
- (i) retires.

**11.5 Seniority List**

The Employer shall provide the Union with the seniority list, four times per year on February 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup> and November 1<sup>st</sup>, or prior to the commencement of the layoff procedures under Article 13 - Layoff and Recall.

The list shall be in seniority order and include: hours worked, classifications and indicate whether full-time, part-time or casual.

## ARTICLE 12 - VACANCY POSTING

### 12.1 Job Posting

- (a) Where the Employer intends to fill a vacancy in an existing or new classification, the Employer shall post the vacancy to be filled for a period of seven calendar days and the posting shall include the classification, wage rate, qualifications and a brief outline of the position, the department concerned, the shift to be worked and normal number of shifts per pay period and the closing date for applications. The Employer may advertise externally at the same time. A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.
- (b) All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.
- (c) In the event that more than one qualified employee applies for the posted vacancy, the Employer will consider experience, ability and qualifications and where these factors are considered equal, the applicant with the greatest seniority shall fill the vacancy.

### 12.2 Temporary Appointments

Until the vacancy is filled through the job posting provisions, in Clause 12.1 above, the Employer shall make temporary appointments of employees who possess threshold qualifications from within the bargaining unit based on seniority.

### 12.3 Trial Period

The successful applicant shall serve a trial period of 487 hours worked. Conditional on satisfactory performance, the successful applicant shall be confirmed in the position. During the trial period, if the successful applicant is unsatisfactory in the position as determined by the Employer, or if they find their self unable to perform the duties of the new position or wishes to return to their former position, they shall be returned to their former position at their former wage rate and without loss of seniority. All employees who changed job positions in consequence, will return to their previous position, at their former rate of pay and without loss of seniority. The successful applicant shall not be entitled to bid for another posted vacancy for a period of six months after the date of the successful application. It is understood that this will not apply to those employees filling temporary vacancies or where an employee wishes to transfer from a part-time position to a full-time position.

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Layoff and Recall

- (a) A layoff shall be defined as a reduction in the workforce lasting more than one day, as defined in this agreement. A reduction in one hour or more of scheduled hours may, at the employees option, trigger bumping rights as per Article 13 - Layoff and Recall. Any hours returned to the bargaining unit shall be offered to current qualified employees prior external new hires.
- (b) In the event of a layoff, employees shall be laid off by job classification in reverse order of seniority.
- (c) The recall period shall be one year.
- (d) A laid off employee may bump the most junior employee in any department, provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee affect a promotion through a bump.

(e) Employees on layoff shall be recalled by department in order of seniority, subject to their willingness, qualifications and ability to do the work available. It shall be sufficient for the Employer to send notice of recall to the employee by registered mail in the employee's last known address. An employee who is recalled to work after a layoff must return to work within three calendar days if unemployed and within seven calendar days if employed elsewhere.

(f) Except in cases of emergency, the Employer shall give each employee who has acquired seniority and who is to be permanently laid-off, written notice of layoff or pay in lieu of notice, in accordance with the following schedule:

- one week's notice after three months continuous employment
- two weeks' notice after 12 months continuous employment
- three weeks' notice after three years continuous employment, plus one additional week's wages for each additional year of employment, to a maximum of eight weeks' notice.

(g) Employees who are laid off in accordance with Article 13 - Layoff and Recall of the collective agreement will have the option of having their name included on the casual call-in list for their department. Such laid off employees shall notify the General Manager in writing of their desire to be placed on the call-in list.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Hours of Work**

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

(b) It is understood and agreed that the provisions of this article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day or per week or otherwise. Employment letters shall be provided to newly hired employees outlining their status and regular hours of work.

(c) The regular work shift for all employees shall consist of:

- (1) 12 hours of work inclusive of two one-half hour unpaid meal periods and two 15 minute paid breaks; or
- (2) eight hours of work inclusive of one one-half hour unpaid meal period and two 15 minute paid breaks; or
- (3) seven and one-half hours of work inclusive of a one-half hour unpaid meal period and two 15 minute paid breaks; or
- (4) seven hours of work inclusive of a one-half hour unpaid meal period and a 15 minute paid break; or
- (5) six and one-half hours of work inclusive of a one-half hour unpaid meal period and a 15 minute paid break; or
- (6) five hours of work inclusive of a one-half hour unpaid meal period and a 15 minute paid break; or
- (7) four hours of work inclusive of a 15 minute paid break; or

(8) such other shift as agreed by the parties.

(d) Where the Employer designates that an employee cannot leave the building during their meal period, the employee's regular hours of work will be inclusive of a one-half hour paid meal period.

(e) The employee is to sign in upon arriving for work and at end of work to record their respective shift hours. The employee will only be paid for the hours properly recorded on the sign in sheet.

Each employee must properly record their own individual sign in/sign out information; no other employee can record time worked for any other employee.

#### **14.2 Scheduling**

(a) The Employer shall post work schedules six weeks in advance prior to the effective date of the schedule.

(b) The Employer may amend the start and stop times of scheduled hours of work.

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

(d) No employee shall be required or scheduled to work a split shift.

(e) During the term of this collective agreement, the parties will meet to explore alternate shift patterns.

#### **14.3 Changes in Scheduling**

(a) In situations, other than emergencies, the scheduled employees are entitled to seven calendar days' notice of changes in their respective work schedules. In emergency situations beyond the Employer's control, as in the case of the failure of an employee to report for an assigned shift, the Employer may give less than 48 hours' notice.

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

(c) Where the Employer changes an employee's schedule without seven calendar days' notice, the employee is entitled to overtime rates.

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

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

(f) Where the Employer changes an employee's schedule, the employee(s) where there is disagreement, must make every effort to settle the dispute with the Employer. If the employee(s) cannot reach agreement to a change to the existing work schedules, the employee(s) and union steward shall provide the Employer with earliest possible advance notice in writing;

The Employer shall have 14 days from the date notice is given to reach agreement with the employee(s) on work schedules;

If the parties are unable to reach agreement within 14 days either party may refer the matter to an arbitrator.

#### **14.4 Meal and Rest Periods**

(a) An employee is entitled to take their meal unpaid meal period away from the premises. Employees shall advise their supervisor/designate in writing when they intend to leave the premises and when they return to commence work.

(b) Unpaid meal periods and paid rest periods shall be scheduled in a manner, which is consistent with the efficiency of operations.

(c) Meal periods shall not be considered time worked unless otherwise specified in Clause 14.1(d).

(d) The employee meal program to be effective date of ratification to end of this term of the collective agreement at a rate of three dollars for an entrée, drink and dessert.

#### **14.5 Daylight Savings Time**

During the changeover from Daylight Savings Time to Pacific Standard Time, or vice versa, an employee shall be paid for the actual hours worked during that shift.

#### **14.6 Call-in**

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

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

#### **14.7 Shift Differential**

(a) Employees working an evening shift shall be paid a shift differential of 75¢ per hour for the entire shift worked. Employees working a night shift shall be paid a shift differential of one dollar per hour for the entire shift worked.

In this clause, "*evening shift*" means any shift in which more than 50% of the hours occur between 4:00 p.m. (1600 hours) and 11:00 p.m. (2300 hours); "*night shift*" means any shift in which more than 50% of the hours occur between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).

(b) Effective January 1, 2020, employees working a weekend shift will be paid a shift differential of 30¢ per hour for the entire shift.

### **ARTICLE 15 - EDUCATION**

#### **15.1 Education**

(a) Where a course, program or licence is required as a condition of employment to perform the duties of an employee's position, the employee shall be responsible for all costs of acquiring and maintaining such membership and/or certification(s).

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

#### **ARTICLE 16 - SPECIAL CLOTHING ALLOWANCE**

Where the Employer requires an employee to wear special clothing, the Employer shall provide such special clothing and the Employer will maintain and launder such items as set out below. This will not apply where a general dress code is applicable. Special clothing is defined as aprons, cook jackets.

#### **ARTICLE 17 - PAID HOLIDAYS**

##### **17.1 Paid Holidays**

(a) Full-time employees who have completed 30 days employment shall receive the following holidays with pay:

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

(b) Any other day proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.

##### **17.2 Holiday Eligibility for Full-Time and Part-Time**

Holiday pay for an employee who works regular hours will be computed on the basis of the number of hours the employee would have worked had there been no holiday, at their regular rate of pay.

##### **17.3 Holiday Falling on a Day of Rest**

If one of the above named holidays occurs on an employee's regular day off, or during their vacation period:

- (a) full-time employees shall receive an average day's pay.
- (b) part-time employees will receive three decimal eight five percent of their basic rate of pay on each payday, in lieu of paid time off.

##### **17.4 Holiday Pay For Full-Time Employees**

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

- (a) one and one-half times the regular rate of pay for hours worked on that day, plus
- (b) an average day's pay.

There will be no additional lieu day.

**17.5 Holiday Pay for Part-Time Employees**

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

- (a) one and one-half times the regular rate of pay for hours worked on that day, plus
- (b) three decimal eight five percent of their basic rate of pay on each payday, in lieu of paid time off.

**17.6 Absences on a Paid Holiday**

- (a) Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit their holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, or due to bereavement, in which case the employee will receive holiday pay as stipulated in Clause 17.2 above.
- (b) For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.

**17.7 No Pyramiding**

There shall be no pyramiding of premium pay, overtime pay, sick leave pay, paid holiday pay or benefits or other payments under any of these provisions of this agreement.

**ARTICLE 18 - OVERTIME****18.1 Overtime**

- (a) All overtime must be authorized in writing, in advance by the Employer or their designate, except in cases of emergency.
- (b) Authorized work performed in excess of
  - (1) 12 hours of work or an average of 40 hours per week per cycle or
  - (2) eight hours of work or an average of 80 hours per pay periodshall be paid at the rate of one and one-half times the employee's basic rate of pay.
- (c) Authorized work performed in excess of 12 hours in a day shall be paid at the rate of two times the employee's basic rate of pay.
- (d) Where an employee works more than two hours of overtime, they shall receive a paid rest period of 15 minutes.
- (e) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- (f) Opportunities for overtime work shall be offered to employees within the classification on the basis of seniority. In case of an emergency, or when staff absence occurs within two hours before the start of a shift, the overtime may be offered to staff already on site, by order of seniority.

Employees may refuse to work overtime except in cases of emergency.

## ARTICLE 19 - VACATION

### 19.1 Vacation Entitlement

Vacations with pay shall be granted to full-time regular and part-time employees based on their length of years of service. The vacation year is July 1<sup>st</sup> to June 30<sup>th</sup>, effective July 1, 2019.

- (a) For full-time regular and part-time employees;

Year of Service	Vacation	Vacation Pay
Less than 3 years	2 weeks	4%
3 - 9 years	3 weeks	6%
10 plus years	4 weeks	8%

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

- (b) Vacation pay for employees shall be calculated at the applicable percentage rates of the gross annual earnings as reported on the employees T4 for the preceding calendar year.

### 19.2 Vacation Carryover

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

### 19.3 Scheduling of Vacation

- (a) Vacation requests must be submitted prior to February 28<sup>th</sup> to be scheduled for the entire calendar year. When employees are unable to reach consensus, vacations will be scheduled according to seniority. This means that the employee with the most seniority will have the first choice of vacation times. Vacation requests must be approved by the Employer by March 20<sup>th</sup>.
- (b) Requests received after February 28<sup>th</sup> will be approved on a first come, first served basis, subject to operational requirements as determined by the Administrator.
- (c) Once vacation has been approved, it will only be changed by mutual agreement and availability.

### 19.4 Vacation Pay on Termination

An employee who terminates their employment for any reason shall be paid any outstanding vacation pay as provided in Clause 19.1.

### 19.5 Reinstatement of Vacation Days

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

## ARTICLE 20 - SICK LEAVE

### 20.1 Sick Leave Entitlement

- (a) Pay for sick leave is for the sole and only purpose of protecting employees against loss of income arising from personal illness or injury and will be granted to all regular employees on the following basis;

*Effective January 1, 2009*

(1) Full-time and part-time regular employees shall accrue sick leave credits at a rate of seven and one-half hours for every 162½ hours worked to a maximum of 15 days.

On December 31<sup>st</sup> of each year employees will carry over earned sick leave to a maximum of 15 days.

(2) An employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days they would have worked during that period. Provided credits are available, employees will be eligible to claim 100% of scheduled lost time due to personal illness

(3) An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time they are off work. If this does occur they shall be deemed terminated unless a reasonable explanation can be given.

(4) The Employer shall advise employees of their accumulated sick leave credits on each paystub.

(5) In the event that the Employer no longer employs an employee, then it is acknowledged that there is no further sick leave entitlement or obligation.

(b) The Employer may request a doctor's note of proof of sickness reasonably acceptable to the Employer. The doctor's note shall be at the Employer's expense:

- (1) for any absence in excess of three days;
- (2) for the sixth and succeeding illness in a 12 month period.

## **20.2 Certification of Fitness**

(a) After an absence due to illness or injury, the Employer is entitled to require documentation from a physician or from Workers' Compensation Board, certifying that the employee is medically able to assume the full duties of the position or with a medically required accommodation.

(b) Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense.

(c) Employees on WCB shall be credited with seniority during any absence due to injury.

## **20.3 Notice of Absence/Return to Work**

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

Employees who have been absent from work due to extended illness or injury must provide sufficient notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule.

## **20.4 Integration With Other Disability Income**

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

## ARTICLE 21 - LEAVES OF ABSENCE

### 21.1 General Leave

A regular employee who has completed 450 hours of employment may request a leave of absence without pay, subject to the Employer's approval. An employee who wishes to apply for such leave shall, except in cases of emergency, state their request in writing at least two weeks prior to the commencement of the requested leave. The request shall include the commencement date and the reason for the request. Subject to the Employer's operational requirements, the leave shall not be unreasonably withheld. When such leave is authorized, health and welfare benefits shall be maintained at the employee's expense.

### 21.2 Jury and Witness Duty

When an employee is subpoenaed for jury duty, or as a court witness, they shall not suffer any loss of salary or wages while so serving to a maximum of five days. The amount paid by the Employer shall be the difference between the employee's normal salary and the indemnity paid by the court, or any other party, and upon receipt of the appropriate documentation.

The Employer reserves the right to adjust the scheduling of employees' hours to minimize the amount of time the employee is away from the workplace in mutual agreement with the employee.

### 21.3 Bereavement Leave

When a death occurs in an employee's immediate family (which shall include spouse, parent, daughter, son, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchild, or any relative permanently residing in the employee's household), regular employees will be eligible for leave up to a maximum of five consecutive calendar days from the date of death. If any of these days fall on previously scheduled working days, the employee will receive regular pay for their scheduled hours for up to three days. Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence. In the event the funeral is out of town or out of the country, requests for additional time off without pay shall not be unreasonably denied by the Employer.

### 21.4 Special Leave

Special Leave with pay shall be as follows:

- (a) Marriage Leave - three days
- (b) Paternity Leave - one day
- (c) Adoption Leave - one day

### 21.5 Family Responsibility Leave

An employee is entitled to request up to five days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or to the care or health of any other member of the employee's immediate family. Where an employee is required for family responsibility and no one is available at the employee's home, the employee may use up to two days during each employment year from the accumulated sick leave credits if available.

Immediate family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

## ARTICLE 22 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

As per *Employment Standards Act* and a copy of such shall be made available to all employees in the employee staff room.

**ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY****23.1 Health and Safety Committee**

- (a) The Employer and the Union agree to establish an occupational health and safety committee, as set out in the Industrial Health and Safety Regulations of the *Workers Compensation Act*, to be comprised of two employee representatives and one employer representative.
- (b) This committee will function in accordance with the Industrial Health and Safety Regulations pursuant to the *Workers Compensation Act*.
- (c) This committee shall hold regular meetings, but no less than once per month or as necessary and minutes will be kept of all committee meetings and a copy of these minutes sent to the Employer, the WCB and the Union.
- (d) The Employer shall assume the expense of transporting the employee injured on duty to the nearest physician or hospital for treatment.
- (e) The meetings shall be scheduled on employer time and employees shall be granted equivalent time, with pay, off if scheduled on a day off. There shall be no loss of pay or seniority for attending committee meetings.

**23.2 Investigation of Accidents**

The Occupational Health and Safety Committee shall be notified of each accident or injury and may investigate and report to the Union and the Employer on the nature and cause of the accident or injury.

**ARTICLE 24 - ADJUSTMENT PLAN**

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, 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 the *Labour Relations Code*, Section 54.

**ARTICLE 25 - HEALTH BENEFITS****25.1 Health Benefits**

- (a) The selection of the insurance carrier for any benefits referred to in this article is in the sole discretion of the Employer subject to retaining benefit plan of equal coverage or better. Benefits are only available to full-time regular employees and part-time regular employees regularly scheduled to work 20 hours or more per week, who have completed the probationary period. The current 100% employee paid LTD plan shall be maintained for duration of the collective agreement.
- (b) An employee who has enrolled in a plan or has withdrawn may enrol in a plan subject to carrier approval and conditions. Re-enrolment shall occur only at the sign-up opportunities in January and July.
- (c) The current MSP payment practices shall continue for the term of this collective agreement for the employees identified in Appendix 5. Any employee not identified in Appendix 5 who can demonstrate employer payment of MSP at 100% shall submit proof of employer payment within 30 days of the signing of this Minutes of Settlement.
- (d) Effective January 1, 2010, for full-time and part-time regular employees, the Employer agrees to pay 75% of the premium costs of the BC Medical Services Plan.

(e) Within 60 days following ratification, corrective eyewear prescribed by an optometrist, ophthalmologist, physician and/or surgeon is payable to a maximum of \$125 every 24 months per covered adult, and every 12 months per dependent child (may also be used for laser surgery).

The benefit will be payable at 100% with no deductible.

(f) The coverage for semi-private hospital rooms has been deleted from the Plan.

## **ARTICLE 26 - PAYMENT OF WAGES**

### **26.1 Rates of Pay**

- (a) All employees shall be paid by direct deposit.
- (b) Employees shall be paid in accordance with Appendix 4.

### **26.2 Payment of Wages Upon Termination, Layoff or Resignation**

- (a) When an employee resigns, the Employer shall pay all wages and vacation pay owing to the employee within six days of the date of the day of their resignation.
- (b) When an employee is laid off or their services are terminated, the Employer shall pay all wages and vacation pay owing to the employee within 72 hours, exclusive of Saturdays, Sundays or holidays.

### **26.3 Substitution**

- (a) Where an employee is required by the Employer to perform the duties of a higher ranking bargaining unit position with wage rates higher than the normal employee rate for one shift or more, such employee shall be paid the rate in the higher classification that is next above the employee's own wage rate.
- (b) In no circumstances shall there be pyramiding of wages and/or benefits.

### **26.4 Meal Allowances**

When an employee is pre-authorized to attend a function off premises and the function runs through the employee's meal period, the employee will be reimbursed for reasonable and substantiated cost of the meal.

## **ARTICLE 27 - JOB CLASSIFICATIONS AND WAGE RATES**

### **27.1**

- (a) The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit set out in Appendix 4, within six months of ratification of the agreement.
- (b) When the Employer establishes a new bargaining unit position, it shall provide the Union with job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter shall be referred to arbitration.

## **ARTICLE 28 - GENERAL CONDITIONS**

### **28.1 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 reasonable expenses arising from any such action, provided the Employer has conduct of the action.

### **28.2 Copies of the Collective Agreement**

The Union shall print the collective agreement in an agreed to format, and will distribute copies of the collective agreement to employees. The Employer retains the right to proof-read the final draft prior to printing.

The Union shall provide for the printing of the collective agreement and the cost will be equally shared by the Union and the Employer.

### **28.3 Personal Property Damage**

Upon submission of reasonable proof, where an employee's personal possessions are damaged by resident or guest of the Employer, the Employer shall pay, up to a maximum of 100, for the repair or replacement costs, provided such personal possessions are of a type suitable for use while on duty.

### **28.4 Lockup for Personal Effects**

- (a) The Employer agrees to provide lockers for all regular employees. All employees are responsible for the security of their personal effects.
- (b) The Employer will not enter an assigned locker without the presence of the employee and/or the union steward.

### **28.5 Contracting Out**

The Employer agrees that they will not contract out bargaining unit work (at the time of certification) that will result in the layoff of employees within the bargaining unit.

### **28.6 Registered Retirement Savings Plan (RRSP)**

Effective January 1, 2013, employees will have the option of joining into a RRSP. The Employer will put a maximum of one percent of the employees wage into the RRSP. The employee must meet or exceed this amount.

## **ARTICLE 29 - DURATION OF AGREEMENT**

### **29.1 Duration**

This agreement shall be for the period from January 1, 2015, up to and including December 31, 2017.

### **29.2 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 October 1, 2017 but in any event, no later than midnight December 31, 2017.
- (b) Where no notice is given by either party prior to December 31, 2017 both parties shall be deemed to have given notice under this section on December 31, 2017.

**29.3 Agreement to Continue in Force**

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

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

**29.4 Section 50(2) and (3) Excluded**

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

**29.5 Change in Agreement**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Eata Mitchuk  
Director of HR and LR, Western Canada

\_\_\_\_\_  
Valia Dimitrov  
Bargaining Committee Chair

\_\_\_\_\_  
Marsellya Petrie  
Bargaining Committee Member

\_\_\_\_\_  
Angela Mahlmann  
Staff Representative - Negotiations

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPENDIX 1**  
**Casual Employees**

(a) The following articles of the collective agreement shall apply to casual employees:

- (1) Preamble
- (2) Bargaining Agent Recognition
- (3) Union Security
- (4) Union Dues
- (5) Employer/Union Acquaint New Employees
- (6) Management Rights
- (7) Employer-Union Relations
- (8) Grievance Procedure
- (9) Arbitration
- (10) Discipline and Dismissal
- (12) Vacancy Posting
- (14) Hours of Work [with exception of Clauses 14.2(a), 14.3(a), (c) & (d)]
- (15) Education
- (16) Special Clothing Allowance
- (17) Paid Holidays (additional payment per pay in lieu of statutory pay)
- (18) Overtime
- (19) Vacation [except for Clause 19.1 preamble and Clause 19.1(a)]
- (23) Occupational Health and Safety
- (24) Adjustment Plan
- (26) Payment of Wages
- (27) Job Classifications and Wage Rates
- (28) General Conditions
- (29) Duration of Agreement

**Appendices**

- Appendix 1 - Casual Employees
- Appendix 2 - Casual Employee Call-in
- Appendix 3 - Part-time and Casual Availability Register
- Appendix 4 - Wage Rates

(b) The following articles do not apply to casual employees:

- (11) Seniority (except as it relates to casual employee lists)
- (13) Layoff and Recall
- (20) Sick Leave
- (21) Leaves of Absence
- (22) Maternity/Adoption and Parental Leave

(c) Casual employees may achieve part-time and/or full-time regular status only by successfully bidding into a permanent vacancy through the posting procedure.

(d) Seniority for casual employees will be recognized and will accrue bases on accumulated hours worked since their most recent date of hire.

(e) In the event that a casual employee is converted to full-time or part-time status, their seniority date of hire shall be established based on the equation of 1950 hours for one full year of service.

(f) The Employer shall provide a casual seniority list in February and August of each year.

- (g) Eligible casual employees who work on a designated holiday will receive one and one-half times their regular rate of pay for hours worked.
- (h) An employee shall not be entitled to a paid holiday unless they have worked 15 days during the four weeks immediately preceding the holiday.
- (i) Holiday pay for an employee who works irregular hours on at least 15 of the last 30 days prior to the paid holiday is calculated by dividing the employee's total wages, excluding overtime, earned in the 30 day period by the number of days worked.
- (j) *Vacation entitlement:*

Year of Service	Vacation	Vacation Pay
Less than 5850 hours worked	Two weeks	4%
After 5850 hours	Three weeks	6%

## APPENDIX 2 Casual Employees Call-in

### Casual Employees Call-in

- (a) The manner in which casual employees shall be called to work shall be as follows:
- (1) Employees will be called for work on the basis of seniority from most senior to least senior.
  - (2) One call shall be of eight rings duration. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute, the Union shall have access to the log books.
  - (3) In the event the casual employee uses a telephone answering machine or a pager, the Employer is obligated to leave a message to return the phone call within five minutes. If the employee does not return the call within that five minutes, the Employer may proceed as if they were unable to make contact with the employee.
- (b) A casual/part-time employee shall be entitled to register for work in any job classification in any department for which they have the qualifications to perform.
- (c) Casual employees shall notify the Employer of their unavailability due to sickness or vacation, during which time Section (a)(2) & (3) above do not apply.
- (d) Casual employees who are successful in competition for a regular position shall be subject to a probationary period as outlined in the collective agreement.
- (e) Casual employees who are called in by the Employer and report for work shall be paid a minimum of four hours at the applicable rate of pay.
- (f) Casual employees have the right of refusal on two calls during a pay period. Casual employees who refuse five calls in six consecutive pay periods may be subject to progressive discipline up to and including dismissal.
- (g) The Employer agrees to include part-time staff at the top on the casual call-in list, subject to the terms and conditions listed in Appendix 2 and at the current rate of their increment step for that

classification. Part-time employees shall complete a request form in order to be considered for casual work.

(h) Where less than four shifts are available for assignment, they shall be offered to those staff on the call-in list in order of seniority and ability to perform work.

**Casual Probationary Period**

(a) Casual employees shall serve a probationary period of 487 hours worked. During the probationary period, casual employees may be discharged at the sole discretion of the Employer.

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

**APPENDIX 3**  
**Part-Time and Casual Availability Register**

Part-Time and Casual Register for Shift Availability

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

(1) Classification Prepared to Work: \_\_\_\_\_

Days of Week Available: \_\_\_\_\_

(2) Classification Prepared to Work: \_\_\_\_\_

Days of Week Available: \_\_\_\_\_

(3) Classification Prepared to Work: \_\_\_\_\_

Days of Week Available: \_\_\_\_\_

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Approved by Employer:*

\_\_\_\_\_  
*Renewed Date:*

\_\_\_\_\_  
*Renewed Date:*

\_\_\_\_\_  
*Renewed Date:*

\_\_\_\_\_  
*Renewed Date:*

**APPENDIX 4  
Wage Table**

			Current	Jan 1/18 2%	Jan 1/19 2%	Jan 1/20 2%
Care Aides	Start	Level 1	19.75	20.14	20.55	20.96
	1950 hrs	Level 2	21.19	21.62	22.05	22.49
Housekeeping & Laundry	Start	Level 1	16.87	17.21	17.55	17.91
	1950 hrs	Level 2	17.50	17.85	18.21	18.57
Dishwashers	Start	Level 1	14.08	14.36	14.65	14.94
	1950 hrs	Level 2	14.70	14.99	15.29	15.60
Dietary Servers	Start	Level 1	15.31	15.62	16.06	16.68
	1950 hrs	Level 2	15.93	16.25	16.70	17.34
First Cook	Start	Level 1	21.68	22.11	22.56	23.01
	1950 hrs	Level 2	22.12	22.56	23.01	23.47
Second Cook	Start	Level 1	18.38	18.75	19.12	19.51
	1950 hrs	Level 2	19.00	19.38	19.76	20.16
Activity Coordinator	Start	Level 1	21.25	21.67	22.10	22.55
	1950 hrs	Level 2	21.68	22.11	22.56	23.01
Activity Aide	Start	Level 1	18.74	19.12	19.50	19.89
	1950 hrs	Level 2	19.18	19.56	19.95	20.35
Reception	Start	Level 1	17.06	17.41	17.75	18.11
	1950 hrs	Level 2	18.00	18.36	18.73	19.10
RN/RPN	Start	Level 1	38.07	38.83	39.60	40.40
	1950 hrs	Level 2	39.32	40.10	40.91	41.72
LPN	Start	Level 1	27.57	28.12	28.68	29.26
	1950 hrs	Level 2	28.18	28.74	29.32	29.90
Maintenance Person	Start	Level 1	19.53	19.92	20.32	20.72
	1950 hrs	Level 2	20.21	20.61	21.02	21.44
Assisted Living Worker	Start	Level 1	17.86	18.22	18.58	18.95
	1950 hrs	Level 2	18.40	18.77	19.14	19.53

**APPENDIX 5**

Employees in receipt of 100% employer-paid Medical Service Plan.

1. Billiard, M
2. Michaud, RD
3. Mojtahadpour, RB
4. Nisperos, E
5. Ofori-Amanfo, T
6. Singh, DK
7. Villaflores, I
8. Wood, L

**MEMORANDUM OF UNDERSTANDING #1**

**Re: Arbitrators**

**between**

**CSH W. MANOR INC. C.O.B.**

**WILLOW MANOR**

**(The "*Employer*")**

**and**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

**(BCGEU)**

**(The "*Union*")**

The parties agree to use the following arbitrators when a matter in dispute is referred to arbitration:

Chris Sullivan

Vince Ready

Judi Korbin

**MEMORANDUM OF UNDERSTANDING #2**

**between**

**CSH W. MANOR INC. C.O.B.**

**WILLOW MANOR**

**(The "*Employer*")**

**and**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

**(BCGEU)**

**(The "*Union*")**

The parties agree to meet within 60 days following ratification of this collective agreement at a joint occupation health and safety committee to review, discuss and develop written procedures pursuant to the WorkSafeBC regulations.

**LETTER OF UNDERSTANDING**

**Re: Goretí Rasmussen**

**between**

**CSH W. MANOR INC. C.O.B.**

**WILLOW MANOR**

**(The "*Employer*")**

**and**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

**(BCGEU)**

**(The "*Union*")**

The parties agree on the following terms for Goretí Rasmussen:

- Effective January 1, 2015, Goretí's wage will remain at \$15.49
- Effective January 1, 2016, her wage will increase to \$15.62
- Effective January 1, 2017, her wage will increase to \$15.93