

**COLLECTIVE AGREEMENT**

**between**

**GOOD SAMARITAN CANADA  
(MOUNTAINVIEW VILLAGE)**

**and the**

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

**Effective from July 1, 2017 to June 30, 2020**

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## DEFINITIONS

For the purpose of this agreement:

- (1) "*bargaining unit*" - is the unit for collective bargaining referred to in the certificate issued by the Labour Relations Board on May 23, 2012 and varied on January 30, 2017 respecting Mountainview Village for whom the B.C. Government and Service Employees' Union is the bargaining agent.
- (2) "*basic pay*" - means the rate of pay in each wage schedule.
- (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) "*immediate family*" - means:
  - (a) spouse, common-law spouse, parent, stepparent, foster parent, child, legal stepchild, legal ward, legal guardian, brother, sister, guardian, stepbrother, stepsister, grandchild, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, of an employee; and
  - (b) any relative permanently residing in the employee's household or with whom the employee resides.
- (5) "*continuous service*" - means uninterrupted regular full-time and/or regular part-time employment with the Employer.
- (6) "*day*", "*week*", "*month*", "*year*" - means a calendar day, week, month, year unless otherwise specified in this agreement.
- (7) "*dependent*" - means a dependent as defined by the benefit plan in the Benefit Plan document.
- (8) "*employees*" - members of the bargaining unit and include:
  - (a) "*regular full-time employee*" - a regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees are entitled to all benefits outlined in this collective agreement.
  - (b) "*regular part-time employee*" - a regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees shall receive the same perquisites, on a proportionate basis, as granted regular full-time employees.
  - (c) "*casual employee*" - a casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or part-time employee. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the Article 35 - Casual Employees.
  - (d) "*restriction of employee status*" - the status of all employees covered by this agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 8 - Grievances. In the event that it is determined that an employee has been improperly classified, such employee shall be reclassified effectively immediately and the Employer shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

- (9) "Employer" - means Good Samaritan Canada (Mountainview Village).
- (10) "leave of absence with pay" - means to be absent from duty with permission and with pay.
- (11) "leave of absence without pay" - means to be absent from duty with permission but without pay.
- (12) "one year" - unless otherwise indicated in the collective agreement, one year means 2015 hours worked.
- (13) "practical nurse" - a practical nurse shall be recognized as one who is in possession of a diploma from a recognized Practical Nurse School and/or holds a valid British Columbia Practical Nurse Licence.
- (14) "spouse" - means an employee's married or common-law spouse.

## ARTICLE 1 - PURPOSE OF COLLECTIVE AGREEMENT

### 1.1 Purpose of Collective Agreement

The purpose of this agreement is to set forth terms and conditions of employment affecting employees covered by this agreement.

### 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 Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 8 of the collective agreement.

### 1.3 Labour Code

It is agreed that the operation of Subsection 2 of Section 50 of the *Labour Relations Code* of British Columbia is excluded from this agreement.

### 1.4 Conflict with Policies

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

### 1.5 Human Rights Code

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia. In accordance with Clause 7.5, the parties will continue to review methods of extending knowledge of the *Human Rights Code* and for extending knowledge relating to the *Human Rights Code* to all employees.

The Employer, in cooperation with the Union, will promote a work environment that is free from discrimination where all employees are treated with respect and dignity.

Discrimination relates to any of the prohibited grounds contained in the *BC Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited and



unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination because of race, colour, ancestry, place of origin, religion, political beliefs, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, gender identity or expression, and criminal or summary offence unrelated to their employment.

Discrimination does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against discrimination extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Human Rights Tribunal or to the process specified in Clause 1.7. In either event a complaint of discrimination, if included as an element of grievance, shall not be pursued through the process identified in Clause 1.7.

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 - Grievances.

#### **1.6 Sexual Harassment**

Mountainview Village, in cooperation with the Union, will promote a work environment that is free from sexual harassment where all employees are treated with respect and dignity.

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Sexual harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against discrimination extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Human Rights Tribunal or to the process specified in Clause 1.7. In either event a complaint of discrimination, if included as an element of grievance, shall not be pursued through the process identified in Clause 1.7.

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 - Grievances.

### 1.7 Procedure for Filing Complaints

(a) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however, it is recognized that various representatives of the Employer and the Union will be made aware of all or part of the proceedings on a need to know basis.

(b) Prior to filing a formal complaint, an employee who believes they have a complaint of sexual harassment or discrimination pursuant to Article 1.6 and 1.7 shall first attempt to clarify and resolve the concern with the respondent. If that is not possible or successful, they may approach their supervisor, union steward, Human Resources Consultant or other contact person to discuss potential means of resolving the matter. If the matter is not resolved, the employee may make a formal complaint pursuant to the following procedure.

(1) An employee who wishes to pursue a concern arising from alleged discrimination or sexual harassment may register a complaint with the Employer or through the Union to the employer designate within six months from the alleged incident.

A written complaint shall specify the details for the allegation(s) including:

- Name and title of respondent;
- A description of the action(s), conduct, events or circumstances involved in the complaint including date(s) of incident(s), name(s) of any witness(es);
- Prior attempts to resolve;
- The specific remedy sought to satisfy the complaint.

(2) The Employer shall investigate the allegations within 30 days. The Employer shall notify the Union upon the conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take.

(3) Both the complainant and the respondent shall be entitled to union representation if they are members of the bargaining unit.

(4) The parties agree that where the initial resolution process identified in Article 1.7(a) through (b) is not satisfactory to the complainant, they shall have the right to proceed to adjudication. The following individuals will act as adjudicator:

Irene Holden  
Joan Gordon  
Kate Young  
Rob Germain.

(5) Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the Adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

(a) The bargaining unit shall include all employees of The Good Samaritan Society located at 3070 Burtch Road, Kelowna, BC and 1540 K.L.O. Road, Kelowna, BC, except persons in positions deemed excluded:

- (1) by mutual agreement between the parties;
  - (2) by virtue of a decision by the Labour Relations Board of British Columbia.
- (b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.
- (c) If no agreement is reached within 30 days of the notification either party may refer the matter to the Labour Relations Board. Such adjudication by the LRB will be held in Kelowna.

## **2.2 Bargaining Agent Recognition**

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

## **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 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.

## **2.5 Correspondence and Directives**

The Employer shall forward to the applicable BCGEU area office a copy of:

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

## **2.6 Union Representatives**

The Union shall provide reasonable notice to the Employer when the senior union official or their designated representative intends to visit the Employer's place of business for the purpose of conducting union business.

## **2.7 No Discrimination for Union Activity**

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.

## **2.8 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select stewards and alternate stewards at the worksite to represent employees who ideally will be representative of the care component, housekeeping component and dietary component of the staff. The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of employees designated as stewards and alternates. A steward or their alternate shall obtain the permission of their manager and in their absence the person in charge 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 manager and in their absence the person in charge.

Duties of the steward are:

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

## **2.9 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.

## **2.10 Union Insignia**

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

## **2.11 Right to Refuse to Cross Picket Line**

- (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 Relations Code* of British Columbia shall be authorized and permitted to cross a picket line.

## **2.12 Time Off for Union Business**

- (a) *Without pay* - with reasonable written notice leave of absence without pay and without loss of seniority will be granted:
  - (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 representative of the Union to attend union business which requires them to leave their general work area;



- (3) for employees who are members of the union bargaining committee to attend negotiation sessions, including union caucus meetings;
  - (4) for employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board or the Human Rights Tribunal.
- (b) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (c) Long-term leave of absence without pay and without loss of seniority will be granted:
- (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 and 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.
- (d) The Employer shall grant, on written request, leave of absence without pay and without loss of seniority:
- (1) for employees to seek election in municipal, provincial, federal, First Nations or other Aboriginal election for a maximum period of 90 days;
  - (2) for employees elected to a public office for a maximum of five years.

### **ARTICLE 3 - UNION SECURITY**

Employees within the bargaining unit at date of certification are required to become members of the Union as a condition of employment.

Within 30 days of ratification, the Employer and Union shall work cooperatively together to ensure all members sign union cards.

### **ARTICLE 4 - CHECK-OFF OF 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 deduction. The list shall include the employee's name, 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**

- (a) The Employer agrees to acquaint new employees of the fact that a collective agreement is in effect and with the conditions of employment set out in Article 4.
- (b) The Employer will provide Membership Application and Union Dues Deduction Authorization forms to new employees for their completion and signing at the time of employee orientation. The Employer will forward the documents to the Union as soon as possible.
- (c) A new employee shall be advised of the name and location of the steward. Where operational requirements permit, the Employer agrees to introduce the new employee to the steward, who shall be given 15 minutes with the new employee to provide them with a collective agreement and a brief orientation to the Union.
- (d) Copies of the letter to each new employee will be distributed to the shop steward.

#### **ARTICLE 6 - EMPLOYER'S RIGHTS**

The Employer has the right to maintain order, discipline, efficiency and to make, alter and enforce rules and regulations to be observed by an employee, which are not in conflict with any provision of this collective agreement; direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed in any work unit or classification and to determine whether or not a position, work unit or classification will be continued or declared redundant; award, promote, transfer, layoff and recall employees; and demote, discipline, suspend or discharge for just cause.

Without limiting the generality of the foregoing, the Union agrees that all employees shall be governed by all rules of general application as adopted by the Employer and published to employees on bulletin or notice, or by general distribution, provided such rules are not in conflict with this agreement.

#### **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

##### **7.1 Union and Employer Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

##### **7.2 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to a union staff representative, or authorized alternate, when dealing 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 Employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

(c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an available confidential location.

(d) The Employer agrees that access to its premises will be granted to union elected officers and other persons designated by the Union. The union representative shall provide reasonable notice to the Employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such access shall not interfere with the operation of the Employer's business.

### **7.3 Technical Information**

The Employer agrees to provide to the Union the following information relating to employees in the bargaining unit required by the Union for collective bargaining purposes:

- list of employees and status;
- gender;
- job titles;
- job description;
- wage rates;
- seniority list or service dates;
- summary of benefit plan (medical, dental, wage indemnity, pension, etc.).

### **7.4 Membership Information**

(a) The Employer shall provide the Union with a list of names, addresses and telephone numbers of the employee in the bargaining unit twice per year, January and July. The parties recognize the confidentiality of the information contained in this list.

(b) The Employer shall advise the Union in writing when an employee ceases to be employed.

### **7.5 Joint Union/Management Committee**

(a) The parties agree to establish a joint committee composed of three employees appointed by the Union and three representatives of the Employer.

(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 meeting.

(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 maintenance of good relations between the parties;
- (2) correcting conditions causing misunderstandings;
- (3) dealing with matters referred to it in this agreement.

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

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
- (1) 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
  - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.
- (c) Where the aggrieved employee is a steward, they shall not act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

### **8.2 Step 1**

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

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

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

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

### **8.4 Step 2**

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

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

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

- (a) Within 14 days of receiving the grievance at Step 2, the union steward and the employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The employer designate shall reply in writing to an employee's grievance within 14 days of the above noted meeting with the union steward or, if the meeting is waived, within seven days of the date the parties agree to waive the meeting.

**8.6 Step 3**

The union designate may present, or meet with the Director of Operations (or designate) to discuss a grievance and the proposed remedy at Step 3:

- (a) within 21 days after the Step 2 decision has been conveyed to them by the Site Manager; or
- (b) within 21 days after the Site Manager's reply was due.

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

The Director of Operations (or designate) will respond in writing to the Union within 21 days of receipt of the grievance at Step 3.

**8.8 Time Limit to Submit to Arbitration**

Failing satisfactory settlement of a grievance at Step 3, and pursuant to this article, the Union may submit the dispute to arbitration within:

- (a) 30 days after the Director of Operations (or designate's) decision has been received; or
- (b) 30 days after the Director of Operations (or designate's) decision is due.

**8.9 Dismissal or Suspension Grievance**

Employees dismissed or suspended for alleged cause shall have the right, within seven days after the date of dismissal or suspension, to initiate a written grievance at Step 3 of the grievance procedure.

If there is no resolution of the grievance, the grievance may be referred to an arbitrator within seven days of the Union receiving the Employer's reply.

**8.10 Policy Grievance**

Where either party to this agreement disputes the application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Director of Operations (or designate) or the Union within 60 days of either party becoming aware of the policy dispute. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9.

**8.11 Amending Time Limits**

The time limits in this grievance procedure may be altered only by written mutual consent of the parties.

**8.12 Technical Objections to Grievances**

It is the intent of the 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 arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

**8.13 Expedited Arbitration**

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

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (a) dismissals;
- (b) rejections on probation;



- (c) suspensions in excess of 10 workdays;
- (d) policy grievances;
- (e) grievances requiring substantial interpretation of a provision of the collective agreement;
- (f) grievances requiring presentation of extrinsic evidence;
- (g) grievances where a party intends to raise a preliminary objection; and
- (h) grievances arising from duty to accommodate.

By mutual agreement, a grievance falling into any of these categories may be resolved by expedited arbitration.

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 presentation.
- (b) The location of the hearing will be in Kelowna or other mutually agreed to location.
- (c) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision 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 the sole arbitrator, shall be:

Judi Korbin	Mark Atkinson
Robert Pেকেles	Chris Sullivan
Marli Rusen	Ken Saunders
Corinn Bell	

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

## ARTICLE 9 - ARBITRATION

### 9.1 Notification

- (a) Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure in Article 8, notify the other party of its desire to submit the difference to arbitration within:
  - (1) 30 days after the employer designate's decision has been received; or
  - (2) 30 days after the employer designate's decision was due.
- (b) All referrals to arbitration shall be by certified mail, facsimile or courier.
- (c) Where the matter in dispute is a dismissal grievance, the Arbitrator shall set a date for the hearing to be held within seven weeks from the date that such a hearing is requested.



## **9.2 Assignment of Arbitrator**

- (a) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall assign an arbitrator from the mutually agreed upon list of arbitrators, or shall be a substitute mutually agreed to, and set a date for the hearing.

List of named arbitrators:

Judi Korbin	Mark Atkinson
Robert Pekeles	Chris Sullivan
Marli Rusen	Ken Saunders
Corinn Bell	

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

- (b) Depending upon availability, arbitrators shall be assigned cases on a rotating basis, or by mutual agreement.

- (c) The parties shall endeavour to maintain a list of acceptable arbitrators which is gender balanced.

## **9.3 Arbitrator**

The Arbitrator may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

## **9.4 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 they deem 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.

## **9.5 Disagreement on Decision**

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

## **9.6 Expenses of Arbitration**

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

## **9.7 Amending Time Limits**

The time limits in this arbitration procedure may be altered only by written mutual consent of the parties.

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

## **10.1 Just Cause**

- (a) The Employer shall not dismiss or discipline an employee or issue a suspension pending an investigation except for just and reasonable cause.
- (b) In all cases of dismissal and discipline the burden of proof of just cause shall rest with the Employer.

- (c) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the dismissal or suspension.

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

- (a) Notice of dismissal or suspension, including that of a probationary employee, shall be in writing and shall set forth the reasons for dismissal or suspension and a copy shall be sent to the President of the Union or their designate within five calendar days of the Employer's action.
- (b) The employee shall be given a copy of any disciplinary document that will be placed in their personnel file.

#### **10.3 Dismissal, Suspension or Disciplinary Grievance**

All dismissals, suspensions or other discipline will be subject to the grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the union designate within five days after the action being taken.

#### **10.4 Dismissal, Suspension or Disciplinary Action**

- (a) Disciplinary action grievable by the employee shall include:
  - (1) written censures;
  - (2) letters of reprimand; or
  - (3) adverse reports.
- (b) An employee shall be given a copy of 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.
- (c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. The 18 month period may be extended by the length of time an employee is absent from work for an accumulated period of more than 30 days, except for periods of approved vacation and maternity leave.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

#### **10.5 Performance Evaluations**

- (a) Where a formal review of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer, read, review and ask questions about the review. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven days to read, review and sign the review.
- (b) The performance evaluation form shall provide opportunity for the employee's signature indicating that the employee has read and accepts the review. However, if there is any part of the employee's performance evaluation that they disagree with, notwithstanding an amendment to the employee's performance evaluation by the Employer, the employee will be permitted to submit a written response to the performance evaluation within 30 days of receiving the performance evaluation and which response will be attached to the performance evaluation.
- (c) An employee review shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

- (d) An employee shall receive a copy of their review at time of signing.
- (e) All performance reviews shall be carried out in a confidential manner.

#### **10.6 Personnel File**

- (a) With reasonable written notice given to the Employer, an employee shall be entitled to review their personnel file in the office in which the file is normally kept. Access to the file shall be no later than 14 days after the notice is given.
- (b) A representative of the Union, 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 union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than 14 days after the notice is given.
- (c) The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this agreement.

#### **10.7 Right to Have Steward Present**

- (a) Where an employer designate intends to interview an employee for disciplinary purposes, the employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a steward present, in order that the employee can exercise their right to contact their steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) Where the employer designate intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a union staff representative and to have another steward or alternate present, providing this does not result in an undue delay of the appropriate action being taken.
- (c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

#### **10.8 Abandonment of Position**

An employee who fails to report for duty for three consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

#### **10.9 Confidentiality**

Discussions and interviews between the Employer and an employee or steward regarding discipline shall be carried out in a confidential manner.

### **ARTICLE 11 - BARGAINING UNIT SENIORITY**

#### **11.1 Seniority Defined**

Seniority for all employees shall be defined as the length of the employee's continuous employment with the Employer, including service prior to certification of the Union (date of hire).

### **11.2 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.

### **11.3 Seniority List**

(a) A revised and updated seniority list of employees will be provided by the Employer to the Union within four weeks following January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year. The seniority list shall also be posted at the care home and date stamped on the date it is posted.

(b) The seniority list shall rank the employees from highest to lowest seniority, first listing regular employees and then listing casual employees. The seniority list shall indicate the following:

- (1) the date of posting;
- (2) employee's name;
- (3) employment status (i.e. regular or casual);
- (4) job classification; and
- (5) date of hire.

(c) Employees shall have 30 days from the date the seniority list is posted to bring to the attention of the Employer any inaccuracies on the list.

(d) For the purpose of call-ins and job postings, the most current posted seniority list will be applied.

### **11.4 Loss of Seniority**

An employee shall lose seniority and shall be deemed terminated in the event that:

- (a) the employee is discharged for just cause;
- (b) they voluntarily terminate their employment;
- (c) the employee abandons their position;
- (d) the employee is on layoff for more than one year; or
- (e) the employee fails to return to work within seven days of recall after being notified by mail at the last address known to the Employer. Employees required to give two weeks' notice to another employer shall be deemed to be in compliance with the seven day provision.

### **11.5 Re-Employment**

(a) A regular employee who voluntarily resigns their employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-hired by the Employer, upon application shall be credited with their former seniority and former years of service for vacation purposes only. The following conditions shall apply:

- (1) the employee must have been a regular employee with at least two years of service with the Employer at time of termination;
- (2) the resignation must indicate the reason for termination;
- (3) the break in service shall be for no longer than two years and during that time the employee must not have been engaged in remunerative employment for more than six months cumulative;



- (4) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

#### **11.6 Seniority Dates**

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

### **ARTICLE 12 - PROMOTION, TRANSFER, PROBATION AND DEMOTION**

#### **12.1 Probationary Period**

- (a) For the first 465 hours worked with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by 155 hours provided written reasons are given for requesting such extension. During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated.
- (b) Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.
- (c) 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.

#### **12.2 Selection Criteria**

Appointments shall be awarded in consideration of education, skills, knowledge and experience. If two or more applicants are considered equal, seniority shall be the determining factor.

#### **12.3 Qualifying Period**

- (a) If an employee is promoted, voluntarily demoted or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted or transferred employee shall be considered a qualifying employee in their new job for a period of three months.
- (b) In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if an employee has been promoted, voluntarily demoted or transferred and during the aforementioned three month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.
- (c) An employee who requests to be relieved of a promotion, voluntary demotion or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in Clause 12.3(b).

#### **12.4 Temporary Promotion or Transfer**

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



### **12.5 Relieving in Higher and Lower-Rated Positions**

- (a) In the event of an employee relieving in a higher-rate job, the employee shall receive the next higher increment rate of the new position which results in an increase of pay which is not less than 3%, retroactive to the start of the relief period.
- (b) In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

### **12.6 Promotion**

- (a) A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than their wage rate immediately prior to the promotion.
- (b) For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.
- (c) However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of their prior job.

### **12.7 Transfers**

- (a) A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same increment step in the pay rate structure and shall retain their former increment anniversary date.
- (b) A regular employee transferred upon the employee's request to a job with the same pay rate structure as their former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary of their prior job.
- (c) A regular employee transferred upon the employee's request to a job with the same pay rate structure as their former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary of their prior job.

### **12.8 Demotions**

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with their overall seniority, provided they have experience in or possess the ability to perform the duties of the lower-rated job without a training period. For the purposes of this article and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three months.

### **12.9 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, within five calendar days of being informed they were not successful, that they be provided in writing with the reasons they were unsuccessful.

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

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

#### **12.10 Re-Employment after Voluntary Termination or Dismissal for Cause**

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

#### **12.11 Excluded or Military Service**

It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

An employee transferred temporarily by the Employer to a position outside the bargaining unit for three months or less will retain seniority and this will not be considered a break in continuous service. After three months the employee will lose seniority.

#### **12.12 More Favourable Rate**

No employee who is at present receiving a more favourable rate than is specified herein shall incur a reduction in such rate unless a reduction in such rate was negotiated.

#### **12.13 Position Changes**

Regular employees shall be eligible to accept up to three postings per calendar year.

### **ARTICLE 13 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED**

#### **13.1 Job Descriptions and Classifications**

(a) The Employer shall maintain job descriptions for all job classifications in the bargaining unit. Each employee shall be provided with a copy of the job description for their position. The Union shall be provided with copies of job descriptions for all positions for which the Union is the certified bargaining agent.

(b) Job descriptions shall contain the job title, qualifications and a summary statement of the job, a list of the duties and the date prepared.

#### **13.2 Notice of New Positions**

Where the Employer introduces a new job classification, the Employer will prepare the job description and set the wage rate for the new classification and written notice including the job description and wage rate shall be given to the Union. The classification and wage rate shall be considered agreed unless the Union objects, in writing to the Employer, within 30 days of notification.

#### **13.3 Notice of Changed Positions**

In the event that the Employer is required to introduce 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, the wage rate shall be considered agreed to.

## **ARTICLE 14 - JOB POSTINGS AND APPLICATIONS**

### **14.1 Job Postings and Applications**

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

(a) If the vacancy or new job position has a duration of 30 calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and the commencement date shall, before being filled, be posted for a minimum of seven calendar days, in a manner which gives all employees access to such information.

(b) Notwithstanding (a) above, if the vacancy is a temporary one of less than 60 calendar days the position shall not be posted and instead shall be filled as follows:

(1) where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the requirements of Article 14. Should a vacancy under this article result in backfilling of more than one vacancy (including the initial vacancy) the second vacancy may be filled by an employee registered for casual work unless the Employer and the Union agree otherwise in good faith. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 18, the proposed move shall not be made;

(2) by employees registered for casual work in accordance with Article 35;

(3) in cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under (b)(2) for a period of up to seven days.

(c) A part-time employee who has accepted a casual assignment which conflicts with a temporary vacancy referred to in paragraph (b)(1) above shall have the option of accepting the temporary vacancy provided it is either an increase in hours of four or more, increase in pay or has a different shift pattern. The casual assignment will then become available to be filled according to Article 16 and Article 35.

A part-time employee who has accepted a temporary vacancy referred to in paragraph (b)(1) above which conflicts with a casual assignment shall be considered unavailable for such casual assignment.

Where an employee declines an offer to work under (b)(1) the Employer need not offer the work again to that employee under (b)(2), if they are also registered for casual work.

### **14.2 Change to Start and Stop Times, Days Off and Department**

In the posting of a vacancy or new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

(a) the change is consistent with operational requirements and the provisions of the collective agreement; and

(b) 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 change will have on the personal circumstances of such employee(s).

### **14.3 Applications from Absent Employees**

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, union leave, compassionate leave, education leave or special leave, and who have filled in an application form before such absences, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

### **14.4 Notice to Union**

A copy of all postings shall be sent to the Local of the Union within the aforementioned seven calendar days.

### **14.5 Notice of Successful Applicant**

The Employer shall post the name of the successful applicant within three calendar days of the job offer being accepted. The Employer will also provide notice in writing to all unsuccessful applicants.

### **14.6 Grievance Investigation**

The Employer agrees to inform the Union of the name of the successful applicant and all current local bargaining unit employees who were applicants.

### **14.7 Staff Meetings**

Employees who are required to attend staff meetings shall be paid their appropriate rate of pay. When the meeting is voluntary, the employee has no obligation to attend.

## **ARTICLE 15 - REORGANIZATION AND LAYOFF**

### **15.1 Preamble**

This article shall not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the health 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.

### **15.2 Definition of a Layoff**

"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 terminates, or closure or other material change in organization; or
- (b) a reduction in hours of work greater than four 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.

### **15.3 Pre-Layoff Canvass**

- (a) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to clients and staff. Prior to the layoff of regular employees under Article 15.4, the Employer shall canvass employees in order to invite:

- (1) placement on the casual call-in and recall lists with no loss of seniority; or



- (2) early retirement; or
- (3) other voluntary options, as agreed to by the Union and the Employer.

Where more than one employee expresses interest in one of the above options, they shall be offered to qualified employees on the basis of seniority.

- (b) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees.
- (c) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and Employer.
- (d) An employee who would be laid off under Article 15.2(b) shall have the first right of refusal to the reduced position.

#### **15.4 Layoff**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of seniority. Layoff notice shall include a current list of junior positions available under Article 15.5.

#### **15.5 Bumping**

"Comparable" means the regularly scheduled hours of work differ by no more than 20% from the regularly scheduled hours of an employee's current position and the hourly wage rate differs by no more than 5% from the hourly wage rate of the employee's current position.

"Worksite" means a facility, agency, centre, program, organization or location at or from which an employee is assigned to work.

- (a) An employee exercising a right to bump another employee must advise the Employer within seven days after receiving the seniority list referred to in Subsection (b) of their intention to bump an employee at the same worksite or at a different worksite. In addition, an employee exercising a right to bump under any of the following subsections may only bump into a position in a classification that entails performing duties the bumping employee is qualified to perform and capable of performing.
- (b) An employee who has received a layoff notice must decide whether to bump another employee, within the time set out in Subsection (a) above, after receiving from the Employer a list of the positions on the same seniority list occupied by employees with fewer than seven years seniority.
- (c) An employee with greater than seven years seniority making a decision under Subsection (b) above may bump an employee with fewer than seven years seniority at their worksite.
- (d) An employee with greater than seven years seniority who does not have an option to bump an employee with less than seven years seniority at their worksite who occupies a comparable position may bump the most junior employee at their worksite who occupies a comparable position.
- (e) An employee with greater than seven years seniority who does not have an option under Subsection (d) above may bump the most junior employee who occupies a position at their worksite; or bump the most junior employee who occupies a position within a worksite and classification identified by the employee in the Schedule A.
- (f) An employee with fewer than seven years seniority making a decision under Subsection (b) above may bump the most junior employee at their worksite who occupies a comparable position or bump the most junior employee who occupies a position at their worksite.



(g) An employee with fewer than seven years seniority who does not have an option under Subsection (b) above to bump the most junior employee at their worksite in a comparable position may bump the most junior employee who occupies a position within the worksite and classification identified by the employee in Schedule A.

(h) If an employee exercises a right to bump another employee under Subsections (c), (d), (e), (f) or (g) above, the Employer may assign the employee to the new position anytime within seven days from the date on which the Employer receives notification that the employee has exercised their right to bump that other employee.

(i) An employee who fails to exercise their right to bump another employee under this article may be laid off any time after seven days from the date on which the employee received the seniority list referred to in Subsection (b) above or at the expiry of the employee's notice period, whichever is later.

#### **15.6 Notice of Displacement**

Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two copies of such notice shall be sent to the Local designate.

#### **15.7 Layoff Notice**

(a) The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (1) one week's notice after three consecutive months of employment;
- (2) two weeks' notice after 12 consecutive months of employment;
- (3) three weeks' notice after three consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight weeks' notice.

(b) Notice of layoff shall not apply where the Employer can establish that the layoff results from an act of God, fire or flood.

(c) Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two weeks' notice to another employer shall be deemed to be in compliance with the seven day provision. In the exercise of rights under this article, employees shall be permitted to exercise their rights in accordance with Article 15.5 of this agreement.

#### **15.8 Termination of Employment**

##### **(a) Employer's Notice of Termination**

The Employer shall give regular full-time and regular part-time employees 28 calendar days' notice in writing or normal pay for that period in lieu of notice where services are no longer required, except for casual employees or employees dismissed for just and reasonable cause. The period of notice must be for time to be worked and must not include vacation time.

##### **(b) Employee's Notice of Termination**

Employees shall make every effort to give 28 calendar days' notice when terminating their employment.

Employees leaving with less than 14 calendar days' notice shall be paid their earned vacation less 2%; for example:

Employees entitled to 8% shall be paid 6%;  
Employees entitled to 10% shall be paid 8%; etc.

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than 14 calendar days' notice, the employee shall be paid for all earned vacations.

The period of notice must be for time to be worked and must not include vacation time.

(c) *Employment Abandoned*

Any employee who fails to report for work and does not notify their supervisor within three work days and who cannot give an acceptable reason for their absence shall be considered as having abandoned their employment.

## ARTICLE 16 - SCHEDULING PROVISION

### 16.1 Scheduling Provisions

- (a) (1) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least 14 calendar days in advance of their effective date.
- (2) If the Employer alters the scheduled workdays of an employee without giving at least 14 calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 18. Notice of the alteration shall be confirmed in writing as soon as possible.
- (3) If the Employer intends to implement a revised work schedule, the Employer will post the proposed rotation for seven calendar days so that impacted regular employees in the unit/department have an opportunity to review it. Within a further seven calendar days, the impacted regular employees will select their line on the new rotation in order of seniority. Any regular employee without a line in the new work schedule will be issued a displacement notice in accordance with Article 15. The new work schedule will then be posted in accordance with Article 16.1(a)(1).
- (b) There shall be a minimum of 11 hours 55 minutes off-duty between the completion of one work shift and the commencement of the next for extended shifts. There shall be a minimum of 15.5 hours off between the completion of one work shift and the commencement of the next for regular shifts.
- (c) When it is not possible to schedule 11 hours 55 minutes consecutive hours off-duty between work shifts, all hours by which such changeover falls short of 11 hours 55 minutes consecutive hours shall be paid at overtime rates in accordance with Article 18.
- (d) If a written request for a change in starting time is made by an employee which would not allow 11 hours 55 minutes consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) (1) Regular employees and/or casual employees in a temporary position longer than 60 days, may exchange shifts among themselves provided that:
- (i) the exchange is agreed to in writing between the affected employees;

- (ii) prior approval of such exchange has been given by the Site Manager (or designate);
  - (iii) once an employee has accepted an exchanged shift to be worked, the exchanged shift is now considered to be a scheduled shift; and
  - (iv) there is no additional cost to the Employer.
- (2) Such a request shall be made in writing to the Site Manager (or designate) and the Site Manager's (or designate's) reply shall be in writing.
- (3) Approved shift exchanges shall be recorded on the shift schedule.
- (4) Such exchange shall not be deemed a violation of the provisions of this collective agreement.
- (5) The shifts exchanged must be within 28 calendar days of each other.
- (6) Regular employees and/or casual employees in a temporary position longer than 60 days, shall not exchange shifts with a casual employee.
- (7) Employee requests for shift changes must be made in writing at least seven calendar days in advance, except in extenuating circumstances. If the change results in less than seven calendar days' notice, the employee affected will be paid their regular rate of pay for all hours worked.
- (f) If the Employer changes a shift schedule without giving a minimum of 14 calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rate pursuant to Article 18. Notice of the change shall be confirmed in writing as soon as possible.
- (g) Regular full-time employees shall not be required to work two different shifts in any 14 day period posted in their work schedules.
- (h) Where operational requirements necessitate a temporary change in start or stop time by up to a maximum of two hours with no change in shift duration, overtime rates pursuant to Article 18 will not be applicable.
- If child care, transit difficulties or other serious personal circumstances do not permit such a change, employees may decline the change without repercussion by the Employer.
- (i) In the event of part-time employees registered for additional hours, there shall be a minimum of eight hours off-duty between the completion of one shift and the commencement of the next, otherwise overtime rates apply.

## **16.2 Unusual Job Requirements of Short Duration**

The nature of health care is such that at times it is necessary for an employee to perform work not normally required in their job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which they are not adequately trained.

## **ARTICLE 17 - HOURS OF WORK**

### **17.1 Continuous Operation**

The workweek shall provide for continuous operation Monday through Sunday.

## 17.2 Hours of Work

- (a) Regular hours of work, exclusive of meal periods, shall be:
  - (1) up to 7.75 hours per day, and
  - (2) up to 77.5 hours in a 14-day calendar pay period (1.0 FTE).
- (b) Extended hours of work, exclusive of meal periods, shall be:
  - (1) up to 11.07 hours per day, and
  - (2) up to 77.49 hours in a 14-day calendar pay period (1.0 FTE).
- (c) *Accruals for employees working extended hours:*

Employees working extended hours of work will have all benefits and entitlements which are expressed in terms of daily or weekly hours converted to produce equivalent hours of benefits and entitlements as they would have if the hours of work were not extended. This will result in no loss or gain in employee benefits and entitlements.

- (d) Employees shall not be required at any time to work more than six consecutive shifts.
- (e) Employees who are scheduled to be on call during a meal period shall be paid for a full shift with the meal period being included within such shift.

## 17.3 Regular Hours

Except in cases of emergency or by mutual agreement between an employee and the Employer, shift schedules for employees working regular hours shall provide for:

- (a) at least 15.5 hours off between scheduled shifts;
- (b) at least two consecutive days of rest, except that twice in a two week cycle, there may be a single day of rest. Scheduled days of rest on at least two weekends in a four week period. "Weekend" shall mean a Saturday and the following Sunday;
- (c) not more than six consecutive days of work;
- (d) all exceptions must be negotiated with the Employer and agreed to in writing by the impacted employees;
- (e) not more than two different shift starting times in any 14 calendar day period.

If an employee's scheduled hours are changed without the agreement of the employee and with less than seven days' written notice, the employee shall be paid at one and one-half times hourly rate for all hours worked on the first shift of the changed schedule.

## 17.4 Extended Hours

Except in cases of emergency or by mutual agreement between an employee and the Employer, shift schedules for employees working extended hours shall provide for:

- (a) at least 11 hours and 55 minutes off duty between shifts;
- (b) not more than four consecutive scheduled days of work;
- (c) scheduled days of rest on at least two weekends in a four week period. "Weekend" shall mean a Saturday and the following Sunday.



**17.5 Casual**

No casual employee can be booked for more than six consecutive days without a day of rest.

**17.6 Meal Breaks**

- (a) An unpaid meal break of 30 minutes will be provided for each shift of five or more hours. For each four hours of work the employee will receive a paid 15 minute break.
- (b) Employees working extended shifts shall receive two unpaid meal breaks of 30 minutes and three paid breaks of 15 minutes on each shift.
- (c) All employee breaks must be taken in a designated staff area. Employees are required to remain in the facility during paid breaks. Missed meal breaks must be approved by the person in charge, and if they are not, no payment shall be due.
- (d) If the Employer requires an employee to stay on site during their meal period, they shall be paid for that meal period at their basic hourly rate.

**17.7 Split Shifts**

No split shifts shall be worked except in cases of emergency.

**17.8 Full-Time Employment**

The Employer shall, wherever possible based on funding and operational needs, create as many full-time positions as possible.

**17.9 Daylight Savings Time Change**

Employees shall be paid for actual hours worked when scheduled to work the nights of the standard/daylight savings time change. It is understood that this pay will be at straight-time.

**ARTICLE 18 - OVERTIME**

- (a) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 17, or who are requested to work on their scheduled off-duty days, shall be paid the rate of time and one-half of their basic hourly rate of pay for the first three hours of overtime and double-time for all hours thereafter provided they have worked the daily or weekly maximum hours, and all hours worked in excess of 12 hours shall be compensated at double-time.
- (b) Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.
- (c) Overtime pay shall be paid to the employee in the pay period in which the overtime was earned.
- (d)
  - (1) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.
  - (2) The overtime earned between April 1 and September 30 shall, at the employee's option, be taken as time off or pay prior to March 31 of the next calendar year. Any unused portion of the accumulated overtime as of March 31 shall be paid out at the employee's current rate of pay.

- (3) Any overtime earned between October 1 and March 31 shall, at the option of the employee, be taken as time off or pay prior to September 30. Any unused portion of the accumulated overtime as of September 30 shall be paid out at the employee's current rate of pay.
- (e) One-half hour with pay shall be allowed the employee in order that they may take a meal break either at or adjacent to their place of work when working overtime that would normally require a meal break.
- (f) When an employee is requested to work overtime on a scheduled workday or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime. When an employee does not agree that an emergency exists, the employee shall work such overtime and may file a grievance.
- (g) 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.
- (h) 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 the normal workdays in the workweek of a full-time employee.
- (i) An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of their next regular shift. If eight clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

## **ARTICLE 19 - CALLBACK, CALL-IN**

### **19.1 Callback**

- (a) Employees called back to work on their regular time off shall receive a minimum of two hours pay at the applicable rate, or shall be paid at the applicable rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return, or if the employee normally drives their motor vehicle to work an allowance of 42¢ per kilometre, effective April 1, 2013, 46¢ per kilometre from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars.

- (b) If an employee is called back to work and does not receive a total of eight consecutive hours off duty in the 24 hours period beginning from the commencement of the employee's shift, then the employee will not be required to report for duty for their next shift until they have received a total of eight consecutive hours off duty. In such circumstances, no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

The employee in the above situation will advise their supervisor in advance of the fact that they will not be reporting for duty at their scheduled time.

This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee eight consecutive hours in total off duty in the aforementioned 24 hour period.

## **19.2 Minimum Hours of Work**

Any employee, except those covered by Article 19.1 reporting for work at the call of the Employer shall be paid their regular rate of pay for the entire period spent at the Employer's place of business, with 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 if they commence work.

## **ARTICLE 20 - PREMIUMS**

### **20.1 Charge Premium**

A charge premium of \$1.50 per hour will be paid to staff assuming "*in charge*" duties in the absence of the manager. Hours to which the premium applies will be designated by the manager.

### **20.2 Shift Differential**

A shift differential of 55¢ cents per hour will be paid to an employee for all hours worked between 1500 hours and 0700 hours. This differential does not apply to day shift.

### **20.3 Weekend Differential**

A weekend differential of 55¢ per hour will be paid to an employee for all hours worked between 2300 on Friday and 0700 hours on the following Monday.

The above specified differentials shall be paid in addition to the overtime rate, for the overtime worked. There shall be no pyramiding of differentials.

## **ARTICLE 21 - TRAVEL ALLOWANCE**

An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of 46¢ per kilometre. The minimum allowance shall be \$2.00.

## **ARTICLE 22 - STATUTORY HOLIDAYS**

### **22.1 Statutory Holidays**

All regular full-time employees are eligible to receive a day off with pay on or for the following Statutory Holidays:

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

Any other day as proclaimed by federal, provincial or municipal governments.

**22.2 Super Stats**

Employees who are required to work on New Year's Day and/or Christmas Day shall be paid at double-time rates based on their hourly wages.

In addition, full-time employees shall accrue seven point seven-five hours in their stat holiday bank.

**22.3**

Employees who are required to work on a statutory holiday other than a Super Stat shall be paid at the rate of time and one-half.

In addition, full-time employees shall accrue seven point seven-five hours in their stat holiday bank.

**22.4**

The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

**22.5**

If an Employer scheduled statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

**22.6 Part-Time and Casual Employees**

Part-time and casual employees shall receive 4.6% biweekly on straight-time earnings in lieu of statutory holiday pay.

**ARTICLE 23 - VACATIONS**

The Employer must schedule an employee's vacation in periods of one or more weeks unless the employee requests otherwise, and must ensure that an employee takes any vacation within 12 months of earning it. Subject to the notice/seniority preference conditions below, management has a right to say when the vacation will be taken based upon resident needs and/or operational requirements.

**23.1 Vacation Entitlement for Regular Full-Time Employees**

During each year of continuous service with the Employer, employees will accrue vacation with pay as follows:

- (a) During the first to fifth year of employment - 116.25 paid hours;
- (b) During the sixth to 10<sup>th</sup> year of employment - 155 paid hours;
- (c) During the 11<sup>th</sup> and subsequent years of employment - 193.75 paid hours.

**23.2 Vacation Entitlement for Regular Part-Time Employees**

Regular part-time employees shall accrue vacation with pay calculated in hours in accordance with the following formula:

Hours worked as a regular employee	X	The applicable % as outlined below	=	Number of hours of paid vacation
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- 6% during the first to fifth year of employment
- 8% during the sixth to 10<sup>th</sup> year of employment
- 10% during the 11<sup>th</sup> and subsequent years of employment.



### 23.3 Vacation Entitlement for Casual Employees

Casual employees shall be paid biweekly, in addition to their earnings:

- 6% of their earnings during the first to fifth year of employment;
- 8% of their earnings during the sixth to 10<sup>th</sup> year of employment;
- 10% of their earnings during the 11<sup>th</sup> and subsequent years of employment.

### 23.4 Scheduling of Vacation

On or before January 15<sup>th</sup> of each year, the Employer will advise each employee in writing of their vacation entitlement for the calendar year.

Written request for vacation for the calendar year shall be submitted by February 15<sup>th</sup>.

Vacations shall be approved in order of seniority by job classification and department, subject to operations requirements.

Departments are defined as the following:

- Complex Care/Dementia
- Assisted Living
- Food Services
- Housekeeping
- Maintenance
- Recreation Therapy
- Home Support

Employees may provide up to three vacation choices in order of preference. Vacation choices will be approved according to seniority. Those employees who do not have their first vacation choice approved will be provided an opportunity to view the vacation calendar and submit an alternate first choice. Once all of the employees have a first choice vacation approved, this process will be repeated for the second and third vacation choices.

Written responses for vacation requests shall be provided to each employee by March 31<sup>st</sup>.

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

The vacation scheduled will be posted within each department by March 31<sup>st</sup>.

Vacation requests received after February 15<sup>th</sup> will be approved on a first come first served basis.

Written vacation requests received after this time period will be returned to the employees within two weeks of the receipt of the request.

Vacation requests for January, February and March must be submitted in writing prior to November 1<sup>st</sup>. Vacation requests will be approved based on seniority. The Employer has 30 days to respond to such requests.

Any vacation requests made outside of the above time frames shall be made and approved in writing within 14 days of the request, on a first come first served basis.

### **23.5 Splitting of Vacation Periods**

Annual vacations for employees with 10 workdays' vacation or more shall be granted in one continuous period but may, upon request from the employee, be divided, subject to the approval of the Employer, provided that the following shall apply:

- (a) The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and
- (b) At least one block of vacation shall result in at least five days free from work.

Employees wishing to split their vacations 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 approved. Seniority shall also prevail in the choice of each subsequent vacation period, but only after each previous vacation period has been approved.

Annual vacations for employees with less than 10 workdays' vacation shall be granted in one continuous period, if requested.

### **23.6 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 22.

### **23.7 Reinstatement of Vacation Days - Sick Leave**

In the event an employee is sick or injured prior to the commencement of their vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

### **23.8**

Employees who have commenced their annual vacation shall not be called back to work, except in some cases of extreme emergency. If such occurs, an employee shall receive two times their applicable rate of pay for all hours worked and shall have the vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

## **ARTICLE 24 - BEREAVEMENT LEAVE**

Bereavement leave of absence of three days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of the death of a member of the employee's immediate family. This shall include parent (or alternatively stepparent or foster parent), spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepbrother, stepsister, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

Such bereavement leave shall be granted to employees who are on sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits shall be restored.

Bereavement leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

Bereavement leave may be extended by up to two additional paid working days if necessitated by reason of travel to the funeral over 300 kilometers.

## ARTICLE 25 - FAMILY RESPONSIBILITY LEAVE

### 25.1

A family responsibility leave of absence shall be granted to an employee for the following reasons:

- (a) the care, health or education of a child in the employee's care; or
- (b) the care or health of any other member of the employee's immediate family.

An employee is entitled to a maximum of five days unpaid leave during each calendar year under this article.

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

### 25.2 Part-Time Employees

Part-time employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees.

## ARTICLE 26 - SICK LEAVE, WORKSAFEBC, INJURY ON DUTY

### 26.1 Employment Insurance

The following sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further EIC premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

### 26.2 Sick Leave Credits

Sick leave credits may be used by an employee to be absent from work without loss of pay in the event of illness or disability, medical/dental appointments or illness in the immediate family requiring the employee's personal attention.

At the beginning of the payroll year, a regular full-time employee who has successfully completed probation will receive a credit 62 hours of sick leave. Sick leave entitlements for a regular part-time employee shall be pro-rated in accordance with their regularly scheduled hours of work (FTE). Employees starting mid-way through the calendar year will receive sick leave credits on a pro rata basis following completion of their probationary period.

At the end of the payroll year all unused sick leave credits will be rolled forward into the next payroll year to a maximum of 124 hours of sick leave. This maximum will be prorated for part-time employees.

Employee enquiries about leave credits should be directed to their site manager or the payroll helpdesk.

### 26.3 Proof of Illness

Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.

### 26.4 Leave - WorkSafeBC

- (a) *Benefit Entitlement*

When an employee is on a WorkSafeBC claim all benefits of the agreement will continue to accrue. For the first 20 workdays on claim, an employee will accrue statutory holidays and vacation credits. Once the claim exceeds 20 workdays, statutory holidays will not accrue.

(b) *Approval of Claim*

When an employee is granted sick leave with pay and WorkSafeBC leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

(c) *Continuation of Employment*

Employees who qualify for WorkSafeBC coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery, an employee who was on claim for less than 29 months shall continue in their former job; an employee who was on claim for more than 29 months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 15.

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

## 26.5

(a) Where medical and/or dental appointments cannot be scheduled outside the employee's work hours, sick leave with pay shall be granted upon the employee's request.

(b) Where a medical and/or dental appointment is scheduled within the first four hours or last four hours of a shift, the employee may elect to work the remaining hours and not be required to take the entire shift off.

(c) Employees may elect to take the entire shift off.

(d) Employees may also elect to take an unpaid leave for the day.

(e) The Employer may require proof of appointment.

## 26.6

Employees with more than one year's service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one month plus an additional one month for each additional three years of service, or proportion thereof, beyond the first year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to provide proof of sickness or incapacity and provide a medical opinion as to the expected date of return to work. The Employer's decision for further leave of absence without pay shall be in writing.

If no written report is received by the Employer by the end of the leave of absence without pay explaining the employee's condition, the employee's services shall be terminated.

## 26.7

Employees with less than one year's service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven workdays. Further leave of absence periods of seven workdays without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within



the seven workdays from such an employee explaining their condition, they shall be removed from the payroll.

#### **26.8**

The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

#### **26.9 Other Claims**

In the event that 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 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 ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against 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 ICBC, the employee's sick leave credits shall be proportionately reinstated.

### **ARTICLE 27 - EDUCATIONAL LEAVE**

#### **27.1 Employer Requested Leave**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

#### **27.2 In-Service Education**

The parties recognize the value of in-service both to the employee and the Employer and shall encourage employees to participate in in-service. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

#### **27.3 Employee Requested Long-Term Leave**

After three years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the delivery of health care subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four calendar months, such employee shall make every effort to give six calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notice granting such requests shall be given by the Employer in writing.

## **ARTICLE 28 - JURY DUTY**

An employee who is subpoenaed by the Crown for jury duty or as a witness for the Crown or the defence (not being themselves a party to the proceedings), shall continue to receive their regular pay and benefits. The employee shall turn over to the Employer any monies they receive from the court on the days they are normally scheduled to work, providing this does not exceed their regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals.

## **ARTICLE 29 - LEAVE-UNPAID**

### **29.1 Unpaid Leave**

Requests by employees for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The employee shall give at least 14 days' notice to minimize disruption of staff. The Employer shall make every reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

### **29.2 Unpaid Leave - After Three Years**

For every three years' continuous service, an employee may request, in writing, an extended unpaid leave of absence, giving the longest possible advance notice. Every reasonable effort shall be made to comply with such requests providing that replacements to ensure proper operation of the Employer's business can be found. Notices granting such leaves shall be in writing.

### **29.3 Unpaid Leave - Affecting Seniority and Benefits**

Any employee granted unpaid leave of absence totalling up to 20 working days in any year shall continue to accumulate seniority and all benefits and shall return to their former job and increment step.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 working days in any year, the employee shall not accumulate benefits from the 21<sup>st</sup> day of the unpaid leave to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave. This article applies to all extensions of leaves.

The Employer shall mail to the employees who are required to pay premiums, a letter advising the amount required, due date and date benefits will cease in the event premiums are not paid.

### **29.4 Unpaid Leave - Union Business**

(a) Short-term leave of absence without pay to a maximum of 14 days at one time shall be granted to employees designated by the Union to transact union business including conventions and conferences unless this would unduly interrupt the operation of the department provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven days' notice.

(b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact union business for specific periods of not less than 14 days unless this would unduly interrupt the operation of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

- (c) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- (d) The foregoing provisions shall not limit the provisions of Articles 2.8, 7.2, 9.6, 10.7, 11.1 and 12.1.
- (e) Every effort will be made by the Employer to retain employees on unpaid leave of absence for union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- (f)
  - (1) Provided not less than seven days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
  - (2) Where less than seven days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

### **29.5 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, aboriginal 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 30 - MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **30.1 Maternity Leave**

- (a) Pregnancy shall not constitute cause for dismissal.
- (b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- (c) The period of maternity leave shall commence six weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- (d) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least 10 weeks prior to the expected date of birth.
- (e) If an employee is unable or incapable of performing their duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (f) The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.
- (g) An employee is entitled to maternity leave up to 17 weeks without pay (see also Article 29.3).

### 30.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 37 consecutive weeks without pay (or 35 consecutive weeks in the case of birth mother who takes maternity leave under 30.1). The leave period may be extended by an additional five weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 37 weeks (or 35 consecutive weeks in the case of birth mother who takes maternity leave under Article 30.1) parental leave between them. In such case, the Employer shall be advised of the arrangements at least four weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 30.1 or following the adoption;
  - (2) In the case of the other parent, following the adoption or the birth of the child and conclude within the 52 week period after the birth date or adoption of the child. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined by Definition #3. Such leave request must be supported by appropriate documentation.

### 30.3 Benefits Continuation

- (a) For leaves taken pursuant to Article 30.1 and 30.2, for the first 20 days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence.
- (b) For the balance of the leaves taken pursuant to Article 30.1 and 30.2, the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability and shall pay the Employer's share of these premiums.
- (c) Notwithstanding (b) above, should an employee be deemed to have resigned in accordance with Article 29.4 or fail to remain in the employ of the Employer for at least six months after their return to work, the Employer will recover monies paid pursuant to this article on a pro rata basis.

### 30.4 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 30.1 and 30.2 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 29, or if they do not return to work after having given such advice.

### 30.5 Entitlements Upon Return to Work

- (a) Notwithstanding Article 22 - Vacations, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 30.1 and 30.2, providing the employee returns to work as a regular employee for a period of not less than six months.
- (b) Upon return to work, the employee shall continue in their former position without loss of perquisites accumulated up to the date of commencement of the maternity or parental leave of absence without pay and subject to the provisions of Article 29.3.



- (c) Employees who are unable to complete the six months return to work required in (a) as a result of proceeding onto maternity or parental leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work as a regular employee for a period of not less than six months following the expiration of the subsequent maternity or parental leave.

### **30.6 Adoption Leave**

An employee is entitled to adoption/parental leave pursuant to Article 30.2.

## **ARTICLE 31 - OCCUPATIONAL HEALTH AND SAFETY**

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices. The Employer and the Union agree to adhere to the provisions of the *Workers Compensation Act* and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing.

The Employer and the Union shall at the first Occupational Health and Safety meeting review and work towards adopting Terms of Reference for the Committee.

### **31.1 Occupational Health and Safety Committee**

- (a) The parties agree that a joint occupational health and safety committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulation made pursuant to the *Workers Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.
- (b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Joint Committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WorkSafeBC Occupational Health and Safety Regulation.
- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the Committee determines that a safety-related workload problem exists, it shall inform the Employer. Within 21 days thereafter, the Employer shall advise the Committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the Committee.
- (d) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* and regulations.
- (e) Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the WorkSafeBC and/or the Occupational Health & Safety Agency. The Committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The Committee will foster knowledge and compliance with the Occupational Health and Safety Regulation by all staff.

(f) The Employer will provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

(g) The Employer shall be informed by the Occupational Health and Safety Committee of its recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerns.

### **31.2 Aggressive Residents**

(a) When the Employer is aware that a resident has a history of aggressive behaviour the Employer will make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-service and/or instruction in caring for the aggressive resident and on how to respond to resident's aggressive behaviour will be provided by the Employer. The appropriate occupational health and safety committee will be consulted on the curriculum. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any treatment or care is provided to such residents.

(b) Critical incident stress defusing shall be made available and be known to employees who have suffered a serious work-related, traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.

### **31.3 Transportation of Accident Victims**

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

### **31.4 Working Alone or in Isolation**

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for checking the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee might not be able to secure assistance in the event of injury. The Committee shall have the right to make recommendations to the Employer regarding such procedures.

### **31.5 Employee Workload**

The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety-related workload concerns to the Occupational Health and Safety Committee for investigation under Clause 31.1(c).

## **ARTICLE 32 - HEALTH AND WELFARE PLANS**

Regular full-time and regular part-time employees who work a minimum average of 15.5 regularly scheduled hours per week (i.e. 0.4 FTE) will be eligible for British Columbia Medical Services Plan, group insurance benefits and group medical benefits after successfully completing three calendar months of employment in an eligible position.

In addition, all employees have confidential access to an Employee Assistance Program which is 100% funded by the Employer.

The group benefits plan is a condition of employment and has a mandatory insurance component. All employees, without exception, must be enrolled in the mandatory insurances unless excluded by age. The insurances are: basic life, basic accidental death and dismemberment, short-term disability and long-term disability.

The group medical benefits, extended health care and/or dental are not mandatory and employees may choose between several options as follows:

- (a) participate in both plans;
- (b) if the employee has extended health care and dental coverage through another benefit plan, they may:
  - opt out of both extended health care and dental;
  - opt out of extended health care and take dental coverage;
  - opt out of dental coverage and take extended health care coverage.
- (c) If the employee does not have extended health and dental coverage through another benefits plan, and wishes to opt out of extended health care and dental coverage, they shall opt out of both extended health care coverage and dental coverage.

Once a choice is made in regards to the benefits plan, changes can only be made during an open enrolment period or if there is a life change event (e.g. death, marriage or change in comparable coverage).

The enrolment form for all of the above must be completed and returned to the Employer within 30 calendar days of reaching the end of the three month eligibility period. Failing to enroll, the employee will be registered in the basic level of the benefit plan in place at that time.

Employees will be eligible for the group benefits provided by the contract of insurance between the Employer and Sun Life Assurance Company of Canada, a member of the Sun Life Financial group of companies. Each eligible employee shall be provided with the Sun Life Financial booklet describing the limit and extent of coverage, and similar matters.

The implementation and operation of the group benefits shall, at all times, be subject to and governed by the terms and conditions of the policies or contracts entered into with the benefits carriers. The Employer reserves the right to change the carrier at its discretion provided that the benefits coverage, terms and conditions are substantially similar to those currently in place.

#### ***Payment of Premiums***

The Employer will pay 100% of the cost of the BC Medical Services Plan premiums.

The benefits plan is entitled "Core Plus" and consists of two options in addition to the core level. The premiums of the core level of the Core Plus Plan will be cost shared 65% by the Employer and 35% by the employee. The employee will pay all of the additional premium costs related to Option I and Option II of the Core Plus Plan.

#### ***Payment of Premiums While on Leave***

If an employee is on a leave of absence, including short-term disability (STD) and WorkSafeBC and wishes to continue in the benefits plan, the employee shall make arrangements, in writing, with the Employer's benefit department to pay their share of the premiums. The Employer shall mail to employees who are

required to pay premiums, a letter advising the amount required, due date and date benefits will cease in the event premiums are not paid.

An employee who has maintained their benefit coverage while on STD and goes to long-term disability (LTD), will continue to receive the same benefits without paying the premium costs for up to two years. Should the employee continue to be covered on LTD after two years, the employee shall pay all premiums for extended health, dental and BC Medical Services Plan directly to the carriers. Life insurance benefits will continue without cost to the employee.

The obligation and liability of the Employer regarding the group benefit plan are limited to the payment of its portion of the premiums only. That is, the Employer does not provide the benefits itself. Any disputes (e.g. above coverage) are matters between the employee and the benefits carrier.

#### **Casual Employees**

With the exception of the Employee Assistance Program, this benefit section does not apply to casual employees.

### **ARTICLE 33 - PENSION PLAN**

A Defined Contribution Pension Plan will be open to all regular employees with an FTE of 0.4 or greater, subject to enrollment requirements. The Pension Plan is voluntary for employees in a 0.4 to 0.69 FTE position. The Pension Plan is mandatory for all employees in a 0.7 FTE, or higher, position. Enrollment forms must be submitted, in writing, on or before the employee's eligibility date. Failing to submit the enrollment form, the employee shall be registered at the 2% contribution level in the entry level investment fund in place at the time. The Employer will match the employee's contribution.

Contribution rates are as follows:

- (a) During the first year of employment - waiting period. No contributions made during this period.
- (b) During subsequent years of employment the employee may select to direct 2%, 3%, or 4% of regular earnings toward the Pension Plan.
- (c) Employees can change their selected rate of contribution once in any calendar year.

The implementation and operation of the Pension Plan referred to above, will at all times, be subjected to and governed by the terms and conditions outlined in the pension plan information brochures and the terms and conditions of the policies or contracts with the pension carrier. The Employer will make available to all employees participating in these plans, copies of information brochures.

### **ARTICLE 34 - EMPLOYMENT INSURANCE COVERAGE**

All employees affected by this agreement shall be covered by the *Employment Insurance Act*, or succeeding Acts.

Premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the Employer.

### **ARTICLE 35 - VOLUNTEERS**

It is agreed that volunteers have a role in health care and are an important link to the community being served.



It is further agreed that volunteers will be supernumerary to established positions in the bargaining unit, and that the use of volunteers will not result in the layoff of employees in the bargaining unit; nor will volunteers be used to fill established positions within the bargaining unit.

#### ARTICLE 36 - CASUAL EMPLOYEES

(a) The Employer may call in casual employees to perform work for the following reasons:

- (1) relief work in vacancies created by the absence of a regular full-time or regular part-time employees;
- (2) emergency relief;
- (3) unanticipated or irregular relief work.

(b) Casual employees shall be called into work in order of their seniority provided they have submitted a current availability calendar applicable for the work required to be done. Casual and part-time employees who are registered for casual work will provide the Employer their monthly availability calendar in writing. Availability calendars must be submitted to the scheduler by the 15<sup>th</sup> of the month on a three month perpetual basis. If an availability calendar is not provided, the employee will not be called unless other staff are not available. The Employer shall date stamp, initial and return a copy of the employee's monthly availability calendar within one business day.

Availability calendars will be submitted as follows:

Submission Deadline	Availability for month of:
October 15 <sup>th</sup>	January
November 15 <sup>th</sup>	February
December 15 <sup>th</sup>	March
January 15 <sup>th</sup>	April
February 15 <sup>th</sup>	May
March 15 <sup>th</sup>	June
April 15 <sup>th</sup>	July
May 15 <sup>th</sup>	August
June 15 <sup>th</sup>	September
July 15 <sup>th</sup>	October
August 15 <sup>th</sup>	November
September 15 <sup>th</sup>	December

Employees must submit a three month availability calendar in accordance with Clause 36(b) upon ratification of the collective agreement.

(c) Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within 60 calendar days, that position shall be posted and filled pursuant to the provisions of Articles 12 and 14 of this agreement.

- (1) A casual employee who is appointed to fill a position under Clause (c) shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular

incumbent. Upon completion of an assignment, a casual employee shall be reverted to the casual list.

(2) Where a job posting is filled by a casual employee under Clause (c) and the casual employee occupies the position for six months or more, they will be eligible to participate in the group medical benefits only, which includes BC Medical Services Plan, extended health and dental coverage.

(d) Coverage under this section will cease when either:

- (1) the regular incumbent returns to the position, or
- (2) the casual employee is no longer working in the posted position.

(e) Casual employees are entitled to all benefits of this agreement except the following:

- (1) Article 15 - Reorganization and Layoff
- (2) Article 15.8 - Employer's Notice of Termination
- (3) Article 16 - Scheduling Provisions except 16.1(c)
- (4) Sections 18(a) of Article 18 - Overtime
- (5) Article 23 - Vacations except 23.3
- (6) Article 24 - Bereavement Leave
- (7) Article 26 - Sick Leave, WorkSafeBC, Injury on Duty
- (8) Article 27 - Educational Leave
- (9) Article 28 - Jury Duty
- (10) Article 29 - Leave Unpaid
- (11) Article 30 - Maternity, Parental and Adoption Leave
- (12) Article 32 - Health & Welfare Plans

(f) Casual employees shall accumulate seniority on the basis of the number of hours worked and upon written notification by the Union the number of hours paid for leave for union business. Casual employees who have achieved a minimum of 2015 seniority hours shall accumulate seniority while on authorized leave for illness or injury. The Employer shall calculate seniority hours during such absence based on hours worked in the last 90 days.

(g) Casual employees will be called in for work only after all regular part-time employees who have submitted a current availability calendar, requesting additional hours have been called in order of seniority and declined the relief work. The manner in which casual employees will be called in to work shall be as follows:

- (1) The Employer shall maintain a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority and will include their classification(s).
- (2)
  - (i) The Employer will call only those casual employee(s) who have provided a current availability calendar applicable to the work required to be done.
  - (ii) The Employer shall commence by calling the most senior employee in the classification and in accordance with their availability calendar.
  - (iii) Employees shall be permitted to provide up to two contact numbers, one primary and one secondary.
  - (iv) Where a vacancy is to occur within 24 hours of the shift, a call to the employee's primary number will be made as per seniority on the availability list with no wait between

calls to other employees. Each call will ring a minimum of eight times or a lesser number if the employee's phone cuts out after fewer rings. If possible, the Employer will leave a message for the employee. The message will provide the date and time of the shift being called out.

(v) For all other vacancies, the Employer will contact the employee through the contact information provided. The Employer will leave a message and the employee will have 10 minutes to respond. The message will provide the date and time of the shift being called out. The employee must accept the available shifts being offered otherwise the next senior employee will be contacted.

(vi) If when the employee responds to the Employer's message the shift remains vacant, they will be entitled to work the vacant shift.

(vii) Once an employee has accepted the shift, they shall have the obligation to attend the care home as any other regularly scheduled employee.

(viii) In all of the above, the Employer will ensure that employees on the availability list who are at work will also be offered the vacant shift, in seniority order, except where overtime hours will result.

(3) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of the person who made the call. This information may be recorded in an electronic format if possible. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.

(4) Should a casual employee refuse more than five call-ins in a 30 calendar day period, they will only be called after all other available employees have been called until an updated availability calendar is provided.

(h) Casual employees shall not be dismissed except for just and proper cause.

(i) Casual employees may be laid off from the casual list in the reverse order of their seniority where it becomes necessary to reduce the workforce due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the workforce.

(j) (1) The master casual employee seniority list shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1, October 1 (the "*adjustment dates*") in each year.

(2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.

(3) Within two weeks of each adjustment date the Employer shall send to the senior union official a revised copy of the master casual seniority list which will include the classifications of the employees.

(k) (1) Except for regular employees who transfer to casual status under Clause (m), casual employees shall serve a probationary period of 465 hours worked. During the said probationary period casual employees may be terminated for unsatisfactory service.

- (2) Where a casual employee, who has completed probation, successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 12.
- (l) For the purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:
- (1) Dividing their number of seniority hours by a factor of 7.75 which shall be deemed to be the number of days worked; and then
  - (2) Taking the number of days worked derived under Subsection (1) herein, multiplied by a factor of one point four rounded off to the nearest whole number which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the application date, the number of calendar days thus determined.
  - (3) Upon return to work, casual employees will be credited with seniority hours based on their relative position on the casual list while receiving WorkSafeBC benefits.
- (m) A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours.
- (n) Regular part-time employees may register for casual work under this article except that Clause (l) shall not apply. Where the regular schedule of a part-time employee registered under this clause conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than four days, the employee shall be relieved of their regular schedule at the option of the employee. All time worked shall be credited to the employee's seniority. All hours dropped through this process shall go to the casual pool for callout.
- (o) Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

#### **ARTICLE 37 - LPN PROFESSIONAL RESPONSIBILITY**

LPN concerns relative to nursing practice and safety of residents will be addressed as follows:

- (a) The LPN with a concern will discuss the matter with the Site Manager with the objective of resolving the concern. The LPN may choose to be accompanied by a steward.
- (b) If the matter is not resolved to their satisfaction, the LPN will complete a written statement within seven calendar days of their discussion with their Manager. A copy of this report will be provided to the Employer and to the Union.
- (c) The Union/Management Committee shall meet within 14 days of the LPNs written statement being received by the Employer to discuss the specific concerns raised. This 14 days may be extended by mutual agreement, in writing.
- (d) Matters raised by the LPN that are not resolved, and meet the definition of grievance (see Article 8), may be referred to the last step of the grievance procedure.



- (e) Matters raised by the LPNs that do not meet the definition of a grievance will be responded to by the Director of Operations or their designate, within 14 calendar days of the Employer receiving the Union's response in (d) above.

#### **ARTICLE 38 - PRINTING OF AGREEMENT**

##### **38.1**

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

##### **38.2**

The party preparing the collective agreement for printing shall provide the other party with an electronic copy of the collective agreement in a format that can be searched and copied.

#### **ARTICLE 39 - TERM OF AGREEMENT**

##### **39.1 Duration**

This agreement shall be binding and remain in effect until midnight, June 30, 2020.

##### **39.2 Notice to Bargain**

This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after February 28, 2020 but in any event not later than midnight, February 28, 2020.

Where no notice is given by either party prior to February 28, 2020 both parties shall be deemed to have been given notice under this article on February 28, 2020.

All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Employer.

##### **39.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Article 38.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

##### **39.4 Changes in Agreement**

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

##### **39.5 Effective Date of Agreement**

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

##### **39.6 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this agreement until a strike or lockout occurs.

SIGNED ON BEHALF OF  
THE UNION:

  
Stephanie Smith  
President

SIGNED ON BEHALF OF  
THE EMPLOYER:

  
Jonathan Koehn  
Director of Stakeholder Relations

  
Cheryl Ash  
Bargaining Committee

  
Taren Bachand  
Bargaining Committee

  
Jeremy Reid  
Bargaining Committee

  
Ann Forrest  
Staff Representative

Dated this 01 day of May, 2019.

**SCHEDULE A**  
**Wage Schedule**

Classification	Step	July 1, 2017	July 1, 2018	July 6, 2018	July 1, 2019
Cook 1	1	16.57	16.82		17.03
	2	17.34	17.60		17.82
	3	18.10	18.37		18.60
Cook 2	1	18.70	18.98		19.22
	2	19.57	19.86		20.11
	3	20.44	20.75		21.01
Food Service Worker	1	15.28	15.51		15.70
	2	15.77	16.01		16.21
	3	16.25	16.49		16.70
Hospitality Aide	1	15.28	15.51		15.70
	2	15.77	16.01		16.21
	3	16.25	16.49		16.70
Housekeeping Aide	1	15.28	15.51		15.70
	2	15.77	16.01		16.21
	3	16.25	16.49		16.70
Maintenance/Custodian	1	15.89	16.13		16.33
	2	17.51	17.77		17.99
	3	19.16	19.45		19.69
Maintenance Worker	1	19.23	19.52		19.76
	2	21.28	21.60		21.87
	3	23.35	23.70		24.00
Health Care Aide	1	17.97	18.24	21.85	22.13
	2	19.74	20.04		
	3	21.53	21.85		
Licensed Practical Nurse	1	25.66	26.04		26.37
	2	26.57	26.97		27.31
	3	27.47	27.88		28.23
Recreation Aide	1	17.97	18.24		18.47
	2	19.74	20.04		20.29
	3	21.53	21.85		22.13

Step 1: Starting wage on date of hire.

Step 2: Wage increase on completion of 2022 worked hours (from date of hire).

Step 3: Wage increase on completion of 4044 worked hours (from date of hire).

**RECOGNITION OF PREVIOUS EXPERIENCE**

***GUIDING PRINCIPLES:***

1. Employees hired with previous related experience may be credited with hours upon the Employer receiving sufficient proof.
2. Experience must be related to current job requirements.
3. Experience must be within the last three calendar years.
4. Experience claimed must be supported with appropriate documentation (e.g. letter of portability from previous employer(s) or a ROE).
5. Any raise in the wage scale as a result of previous experience, will only be paid retro to the date that the portability documentation was presented to the Employer. It does not revert back to the date of hire.

6. Portability documentation is to be provided to the Employer for referral to Human Resources.
7. If an employee has less than 2022 hours previous experience, this previous experience will not be added to any current GSS hours worked to move up to the next step. The employee will only move up to the next step on the wage scale once they reach 2022 hours worked with GSS.

#### **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 of Agreement will expire on June 30, 2020.

#### **LETTER OF UNDERSTANDING 1** **Pharmacare**

The parties recognize ongoing cost savings are required to maintain and enhance employment opportunities at Mountainview Village, one being through the utilization of the BC Provincial Drug Formulary, based on BC Pharmacare Benefits, including Special Authority provisions and an amendment to the Dispensing Fee rates.

While the parties were not able to reach an agreement on this issue during bargaining, they have agreed to meeting within 60 days following ratification of the renewed collective agreement to determine how best this can be accomplished through mutual agreement.

To reach agreement, it is recognized that assistance from third parties may be required to provide direction on the integration of this into the Extended Health Care Plan to avoid similar incidences that have been a roadblock to the implementation in other locations.

#### **LETTER OF UNDERSTANDING 2** **Bargaining Unit Seniority**

Whereas the parties have negotiated changes to the seniority provisions under the collective agreement between them (the "*collective agreement*") ratified on July 6, 2018.

And whereas the amendments involve converting casual employees from an hours-based seniority to a date-of-hire based seniority.

Now therefore, the parties agree to the following process for the purposes of confirming all employees' seniority according to Article 11 - Bargaining Unit Seniority. This process will apply to all employees of the bargaining unit at the date of ratification of the collective agreement.

1. The Employer will provide the Union with updated seniority lists (the "*lists*") for both regular employees (date of hire) and casual employees (seniority hours) within thirty (30) days of the date of ratification of the collective agreement. The Employer will notify employees by memorandum to review the lists. The memorandum will be posted on all staff bulletin boards and emailed to each employee at their GSC email address. Every employee will be called to verify they have received the memorandum and



the calls will be logged for verification. The employees and Union will then have 30 days to respond to the Employer in writing with any corrections using the Employer's standard Seniority Error Reporting form.

2. The parties in good faith must mutually agree in writing that the lists are accurate. Once agreement is reached, all regular (full and part-time) employees will have their date of hire established for the purposes of seniority under Article 11.

3. Within thirty (30) days following the date on which the parties agreed in writing that the lists are accurate, the Employer will calculate the date of hire of all casual employees pursuant to Clause 36(l) of the BCGEU/GSC collective agreement having expired June 30, 2017.

4. The Employer will provide the Union with a casual employees' seniority list indicating each casual employee's date of hire. The employees and the Union will then have thirty (30) days after receiving the list to respond to the Employer in writing with any corrections using the Employer's standard Seniority Error Reporting Form.

5. Once all employees of the bargaining unit as defined in definition (1) of the collective agreement have their date of hire established, the said 'date of hire' shall become their seniority.

6. Until all employees' seniority is determined as per the process in this Letter of Understanding, the Employer will follow current seniority practices including, without limitation, for the purposes of scheduling, call-in, awarding job postings, and so forth.

7. No reasonable request to extend the time limits set out in this Letter of Understanding will be denied by either party.

8. On the confirmation of regular (full and part-time) and casual employees' date of hire seniority, this Letter of Understanding shall expire.

### **LETTER OF UNDERSTANDING 3** **Health Care Aide Wage Scale**

Effective the date of exchange of written notice of ratification, the parties agree to the following change to the Health Care Aide (HCA) wage scale.

1. Step 1 and Step 2 of the HCA wage scale shall be eliminated. The result will be a single-step HCA wage scale which is the current Step 3.

2. Employees employed in the HCA job classification with the Employer as of the date of exchange of written notice of ratification and who are paid at either Step 1 or Step 2 as of that same date will be placed at Step 3 on that same date (the "*transition*").

3. Upon completion of the transition, this Letter shall expire.

### **LETTER OF UNDERSTANDING 4** **Re Lump Sum 2017/18**

The parties agree to the following one-time lump sum payment provision.

1. The Employer will allocate a one-time lump sum pool (the "*total amount*") of ninety-one thousand and two hundred dollars (\$91,200) from which eligible individual employee lump sum payments will be

calculated pursuant to this Letter of Understanding (the "*Letter*"). The total of all individual employee lump sum payments to be paid by the Employer shall equal \$91,200.

2. Eligible Employees

Employees on staff with the Employer on the eligible date will be paid an individual lump sum as prescribed under this Letter.

3. Eligible Date

The eligible date for this Letter shall be date of exchange of written notice of ratification.

4. Individual lump sum payments will be calculated on a pro-rated basis using hours paid by the Employer within the 12-month period preceding the eligible date. Within sixty (60) days of the eligible date, the Employer will provide to the Union a report showing individual employees' hours paid for the 12-month period and the corresponding calculation of each individual employee's lump sum payment. Hours paid for the purposes of this Letter of Understanding means - all hours worked and paid, hours worked on a statutory holiday, paid vacation time off, union leave hours paid by the Employer and reimbursed by the Union, paid sick time, and time off on maternity/paternity/adoption leave based on the employee's FTE at the commencement of their leave. The Union shall review the report and shall then confirm in writing to the Employer within thirty (30) days its agreement with the calculation of individual employee lump sum payments. On receiving the Union's written confirmation, the Employer shall then proceed to pay the individual employee lump sum payments within 30 days.

5. No reasonable request to extend the time limits under this Letter will be denied by either party.

6. The lump sum payments shall not be pensionable, and therefore, shall not be subject to pension contributions.

7. The lump sum payment shall be subject to deductions required by law.

8. Upon payment of the individual employee lump sum payments, this Letter shall expire.