

COLLECTIVE AGREEMENT

between the

**COMPASS GROUP CANADA LTD.
(SUN VILLAGE RETIREMENT RESIDENCE)**

and the

B.C. GENERAL EMPLOYEES' UNION (BCGEU)

Effective from January 1, 2020 to December 31, 2024

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DEFINITIONS

- (1) "*association*" - means the BCGEU.
- (2) "*common-law spouse*" - includes individuals that have been living in a marriage like relationship or have been cohabitating for at least 12 months and meets the criteria pursuant to the *Income Tax Act*.
- (3) "*day of rest*" - a day other than a holiday which an employee is not required to perform job duties. This does not include employees on a leave of absence.
- (4) "*employee*" - a member of the bargaining unit and includes:
 - (a) "*Casual Employees*" - is one who is not regularly scheduled to work. "*Casual employees*" shall only be employed in the following ways:
 - (i) relief for regular employees on vacation, sick leave or other leave
 - (ii) temporary increase in workload
 - (b) "*Regular Full-Time Employees*" - is one who is scheduled to work a minimum of 35 hours/week. "*Regular full-time employees*" shall accumulate seniority and shall be entitled to all benefits in the collective agreement.
 - (c) "*Regular Part-Time Employees*" - is one who is scheduled to work less than 35 hours per week. "*Regular part-time employees*" shall accumulate seniority based on hours worked and shall be entitled to all benefits in the collective agreement on a proportionate basis.
- (5) "*Employer*" - means Compass Group Canada Ltd.
- (6) "*spouse*" - indicates a person the employee is legally married to or their common-law spouse.
- (7) "*union*" - means B.C. General Employees' Union (BCGEU).
- (8) "*worksite*" - shall mean: Sun Village Retirement Residence at 1147 Main St., Penticton.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Collective Agreement

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

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict With Policies or Rules

In the event that there is a conflict between the context of the agreement and any policy or rules made by the Employer this agreement shall take precedence over policies or rules.

1.4 Human Rights Code

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.

ARTICLE 2 - WORKPLACE HARASSMENT AND BULLYING

The Employer has established a Workplace Anti-Harassment/Anti-Discrimination Policy which shall form part of this agreement. As members of the Union and employees of the Employer, the information below, is to advise you of our joint position on harassment and bullying and the steps you should take if it does become an issue for you.

Policy

We are committed to providing a healthy, harassment-free work environment for everyone. Harassment is discriminatory and attacks the dignity of an individual, and for this reason the Union and Employer agree that any incident of harassment of anyone will be dealt with quickly and effectively. The Union and the Employer will not tolerate harassment of anyone by anyone.

Definition

Harassment is the lack of respect and concern for another human being and it can happen to anyone. Harassment is any unwelcome physical, visual or verbal conduct. It may involve one incident or a series of incidents. It may involve the abuse of authority or it may occur among colleagues. It may include verbal or practical jokes, insults, threats, personal comments or innuendo; take the form of posters, pictures or graffiti; or any unwelcome physical contact, such as touching, stroking, pinching, etc.

Harassment can take many forms, the two main ones being sexual and racial. However, any behaviour which insults or intimidates is harassment, if a responsible and reasonable person should have known that the behaviour is unwelcome.

(a) "*Sexual harassment*" is any unwelcome behaviour which is sexual in nature. Some examples are physical contact which makes a person feel uncomfortable, persistently using sexually suggestive language which another person finds offensive demeaning or otherwise inappropriate displays of offensive visual and/or audio material, a preferred schedule or job promotion being denied because of refusal to provide certain sexual favours.

To be considered sexual harassment the actions or words must be unwelcome, unsolicited, expressly or implicitly known to be unwelcome by the offender, continue despite the complainant's protest or if the conduct stops, the complainant's protests must have led to negative consequences at work. It is not considered harassment when people mutually consent to a relationship, when it's a hug between friends, or a mutual flirtation.

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

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

(c) *Anti-Bullying*

- (1) Bullying is verbal or physical conduct that over a period of time, continuously and systematically intimidates, humiliates, shows hostility, threatens and offends others;

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

Management and supervisors are expected to exercise their authority for legitimate work purposes only and refrain from actions of conduct which is reasonably viewed as inappropriate or unwelcome.

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

Complaint Procedure

If you are being harassed or bullied, do not ignore it.

- (a) Tell the individual that their behaviour is unwelcome and ask them to stop.

(1) If the individual continues in the behaviour which you have indicated is offensive, report the problem, in writing to one of the following persons - your immediate supervisor, the District Manager, HRSC 1-866-597-2784, the Regional Manager or your union staff representative.

(2) When you report the incident, make it clear that you are filing a formal complaint. Discussing a complaint with another employee is not enough, you must file a formal, written complaint with one of the above persons.

- (b) A written complaint shall specify the details of the allegation(s) including:

- Name and title;
- a description of the action(s), conduct, events or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;
- date(s) of incidents;
- name(s) of witnesses (if any);
- prior attempts to resolve (if any).

Dealing with a Complaint

Once a complaint is received, an investigation will be undertaken by the Employer's Human Resources department, within 30 days, and all necessary steps will be taken to resolve the problem.

(a) The complainant, the alleged harasser, and any persons who may be able to provide relevant information will be interviewed. Employees will have the right to have a union representative present during any of these meetings.

(b) If the investigation reveals evidence to support the complaint of harassment, the harasser will be disciplined appropriately. Discipline may include suspension or dismissal and the incident will be documented in the harasser's file.

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

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

(e) No documentation whatsoever will be placed in the complainant's file where the complaint is filed in good faith, whether the complaint is upheld or not.

(f) Where either the complainant or the alleged harasser, in conjunction with the Union, is not satisfied with the Employer's Human Resources department, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of harassment. The adjudicator will work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (1) dismiss the complaint; or
- (2) determine the appropriate level of discipline to be applied to the harasser; or
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

Confidentiality

All matters relating to a complaint of harassment or bullying and the inquiries will be treated in strictest confidence. However, confidentiality does not mean no one will know your name. When a formal allegation is made, it is only fair that the individual accused be made aware of who has made the allegation and have the opportunity to respond. A complainant must be prepared to be identified if action is desired. Once a complaint has been filed the issue should not be discussed with anyone but the investigator or your union staff representative.

Responsibility

It is the responsibility of any person supervising one or more employees to take immediate and appropriate action to report or deal with incidents of harassment whether brought to their attention or personally observed. Under no circumstances should a complaint be dismissed or down played; nor should the complainant be told to deal with it personally.

The Union and the Employer seek to provide a safe healthy and rewarding work environment for members and employees. Harassment nor bullying will not be tolerated.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

(a) The bargaining unit shall include all employees at and from 1147 Main St., Penticton BC as defined by the certification issued by the BC Labour Relations Board on November 19, 2007, as amended except persons in positions deemed excluded:

- (1) by mutual agreement between the parties; or
- (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 Penticton.

3.2 Bargaining Agent Recognition

The Employer recognizes the BCGEU (the Union) as the exclusive bargaining agent for all employees to whom the certification applies.

3.3 Correspondence and Directives

The Employer shall forward to the applicable Union's designates 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.

3.4 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 may conflict with the terms of this agreement.

3.5 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 for reason of membership or activity in the Union.

3.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Unions' right to select up to one steward per shift to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.
- (c) A steward, or their alternate where the steward is absent, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (d) The duties of a steward shall include, but not be limited to;
 - (1) investigation of complaints;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Employer.

3.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

3.8 Union Insignia

A union member shall have the right to wear one union pin displaying the recognized insignia of the Union.

3.9 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. 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.

3.10 Time Off For Union Business

(a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of 21 days per occurrence;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) for up to three employees who are representatives of the Union on a bargaining committee.

(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 21 days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption 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) When leave of absence without pay is granted pursuant to Part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within 60 days of receipt of the invoice. 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. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

This provision does not apply to employees on extended leaves of absence who are employed by the Union on a full-time basis.

(d) Leave of absence with pay and without loss of seniority will be granted to an employee called to appear as a witness before an arbitration board, provided the dispute involved the Employer.

On application, the Arbitration Board may determine summarily the amount of time required for the attendance of any witness. The parties shall pay for all wages and costs for its own witnesses.

(e) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of 14 days' notice prior to the commencement of leave under (a) or (b) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

ARTICLE 4 - UNION SECURITY

- (a) All employees in the bargaining unit who, prior to November 19, 2007, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after November 19, 2007 shall, as a condition of continued employment, become members of the Union and maintain such membership.

ARTICLE 5 - CHECK-OFF AND UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than 28 days following the end of the month in which the deduction was made.
- (e) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except by mutual agreement of the parties to this agreement.
- (f) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union.
- (g) All amounts to be deducted shall be expressed and calculated as a percentage of earnings as defined by the Union (only for the purposes of this article). The Union shall inform the Employer in writing with as much advance notice as possible, but not less than 30 calendar days in advance of any change in the percentage to be applied against earnings. The effective date of such a change will be the start of the first pay period following expiration of the notice period.
- (h) At the same time the Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of the union dues paid by the employee for the previous year (the year for which the T4 slip was provided). Every reasonable effort shall be made for those to be available to the employee at the earliest possible date, or not later than March 1st of the succeeding year.
- (i) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (j) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.

(k) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

(l) A list of employees whose employment has terminated in the previous three months will be provided to the Union on a quarterly basis along with a dues remittance record in the months of January, April, July and October.

ARTICLE 6 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

(a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the article dealing with Union Security and Dues Check-off.

(b) New employees shall also be provided with:

- (1) the name, location and work telephone number (if applicable) of the steward; and
- (2) an authorization form for union dues check-off.

(c) The steward shall be advised of the name, location and work telephone number (if applicable) of the new employees.

(d) The steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.

Where the Employer conducts a group orientation for new employees, the meeting with the steward may take place during the orientation. Such meetings shall not exceed 30 minutes. Stewards will be given at least 24 hours' notice of the meeting.

Stewards shall be compensated for such meetings in accordance with Clause 3.6 (Recognition and Rights of Stewards).

(e) The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers (if applicable) in order that the Employer may meet its obligation in (b)(1) above.

ARTICLE 7 - EMPLOYER'S RIGHTS

(a) The management of the Employer's business, and the direction of the workforce, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this agreement.

(b) The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this agreement.

ARTICLE 8 - EMPLOYER/UNION RELATIONS

8.1 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.

8.2 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 or 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.

8.3 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;
- job titles;
- job descriptions;
- wage rates;
- seniority list or service dates;
- summary of benefit plans (medical, dental, wage indemnity, pension, etc.).

8.4 Membership Information

- (a) The Employer shall provide the Union with a list of the names, addresses and telephone numbers of the employees in the bargaining unit three times per year, January, July and October. The parties recognize the confidentiality of the information contained in this list.
- (b) In addition, every October 1st for the duration of the collective agreement, the Employer will provide the Union with detailed bargaining unit demographic, earnings and job classification information in Microsoft Excel spreadsheet format. This information will comprise the following data elements for each member of the bargaining unit:

- (1) Name
- (2) Birth date
- (3) Job title of position currently held (classification)
- (4) Current wage rate
- (5) Regular weekly work hours or average weekly work hours for casuals
- (6) Current worksite
- (7) Current department
- (8) Status (i.e. active or inactive)

8.5 Joint Union/Management Committee

- (a) The parties agree to establish a union/management committee composed of up to two union representatives and up to two representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of union and employer representatives.
- (b) The Committee shall meet once every two months or at the call of either party at a mutually agreeable time and place. Employees shall be granted leave without loss of pay or receive regular straight-time wages for time spent attending meetings of the Committee. Employees shall not be required to sacrifice or interrupt a rest or meal period to attend meetings of the Committee.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union, its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - (2) correcting conditions causing misunderstandings;
 - (3) dealing with matters referred to it in this agreement.
- (f) Minutes of the Committee meetings shall be transcribed by the Employer and distributed to committee members. Once approved by the committee, the minutes will be posted at the worksite in a spot visible by all employees.

ARTICLE 9 - GRIEVANCES

9.1 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, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

9.2 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.

9.3 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 9.4 (Step 2), 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.

9.4 Step 2

Subject to the time limits in Clause 9.3 (Time Limits to Present Initial Grievance), 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 employer designate through the union steward.

9.5 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 seven 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.

9.6 Step 3

The union designate may present, or meet with the employer 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 employer designate; or
- (b) within 21 days after the employer designate's reply was due.

9.7 Time Limit to Reply at Step 3

The employer designate will respond in writing to the Union within 21 days of receipt of the grievance at Step 3.

9.8 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 employer designates decision has been received, or
- (b) 30 days after the employer designates decision was due.

9.9 Dismissal or Suspension Grievances

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 investigator or arbitrator in either process within seven days of the Union receiving the Employer's reply.

9.10 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 employer 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 (Arbitration).

9.11 Amending Time Limits

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

9.12 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.

9.13 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) rejection 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 relating to employment security and matters arising from the report and recommendations of Industrial Inquiry Commissioner (except where specified otherwise);
- (g) grievances requiring presentation of extrinsic evidence;
- (h) grievances where a party intends to raise a preliminary objection;
- (i) matters arising from the maintenance agreement and classification manual (to be resolved in accordance with their terms); and
- (j) 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 presentations;
- (b) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decisions;
- (c) All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- (d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (e) The parties shall equally share the costs of the fees and expenses of the Arbitrator;
- (f) The expedited arbitrator, shall act as the sole arbitrator and shall be assigned cases on a rotating basis, depending on availability, or by mutual agreement:
 - Irene Holden
 - Vince Ready
 - Colin Taylor
 - Elaine Doyle
 - Chris Sullivan
 - Mark Atkinson

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

9.14 Investigator/Trouble-shooter

Where the parties mutually agree to refer a matter to an Investigator the following procedure may apply:

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

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference;

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

In the event the parties are unable to agree on an Investigator within a period of 30 days from the date this collective agreement is signed, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

ARTICLE 10 - ARBITRATION

10.1 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 9 (Grievances), 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 made electronically.

(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.

10.2 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:

- Irene Holden
- Vince Ready
- Colin Taylor
- Elaine Doyle
- Chris Sullivan
- Mark Atkinson

(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.

10.3 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.

10.4 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 deems just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

10.5 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.

10.6 Expenses of Arbitration

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

10.7 Amending Time Limits

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

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE**11.1 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.

11.2 Dismissal, Suspension or Disciplinary Grievance

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 9 (Grievances). Two copies of the written notice of dismissal or suspension shall be forwarded to the union designate within five days after the action being taken.

11.3 Right to Grieve Other 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 any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (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 pregnancy and parental 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.

11.4 Performance Evaluations

- (a) Where a formal evaluation 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 evaluation. 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 evaluation.

- (b) The evaluation form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. An employee may initiate a grievance regarding the contents of an employee evaluation if the employee has signed in the place indicating disagreement with the evaluation.
- (c) An employee evaluation 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 evaluation at time of signing.
- (e) All performance evaluations shall be carried out in a confidential manner.

11.5 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 seven 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 seven 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.

11.6 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 of their choosing 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 of their choosing present, providing that 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.

11.7 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.

11.8 Confidentiality

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

ARTICLE 12 - BARGAINING UNIT SENIORITY**12.1 Seniority Defined**

- (a) Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate, based on straight-time paid hours since the most recent date of employment with the Employer, including service prior to certification of the Union.
- (b) Straight-time paid hours shall include time spent on:
 - (1) paid holidays;
 - (2) paid vacation;
 - (3) leave during which time an employee is in receipt of wage-loss benefits from the WCB in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits so long as the employee is otherwise entitled to benefits under those sections;
 - (4) paid sick leave;
 - (5) union leave;
 - (6) pregnancy, parental and adoption leave;
 - (7) compassionate care leave;
 - (8) domestic violence leave;
 - (9) family responsibility leave;
 - (10) other approved paid leaves of absence;
 - (11) unpaid leave of absence per Clause 25.8 (Unpaid Leave Affecting Seniority and Benefits). For the purpose of Part (6) above, straight-time paid hours shall be estimated based on the average weekly straight-time paid hours in the one-half payroll year preceding the leave. Where the employee has been employed for less than one-half payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

12.2 Seniority List

A current service seniority list for employees will be provided by the Employer to the Union on or before March 31st and August 30th of each year.

12.3 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 terminates 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.

12.4 Re-Employment

- (a) A regular employee who voluntarily resigns their employment and within 90 days is rehired as a regular employee by the Employer shall retain, effective the date of re-employment, their former seniority wage increment step and years of service for vacation purposes.
- (b) 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 same Employer, upon application shall be credited with their former seniority and their years of service for vacation purposes. 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.

12.5 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 13 - PROMOTION, TRANSFER, PROBATION, DEMOTION**13.1 Probationary Period**

- (a) For the first 450 straight-time hours or three months, whichever is earlier, of continuous service 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 up to an additional one hundred and fifty straight-time hours or one month, whichever is earlier. During the probationary period, an employee may be terminated or dismissed by the Employer for just and reasonable cause.
- (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.

13.2 Selection Criteria

Appointments shall be awarded in consideration of qualifications, skills and seniority. Each factor will be given equal weight. If two or more applicants are considered equal, seniority shall be the deciding factor.

13.3 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 13.3(b) (Qualifying Period).

13.4 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.

13.5 Relieving in Higher and Lower-Rated Positions

(a) In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position proportionate to the time worked, 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.

13.6 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.

13.7 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 date of their prior job.

13.8 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 possesses 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.

13.9 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.

13.10 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 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.

13.11 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.

13.12 Position Changes

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

ARTICLE 14 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED

14.1 Job Descriptions and Classifications

(a) The Employer shall draw up job descriptions for all jobs and 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.

14.2 Notice of New Positions

Where a new job classification is required, the wage rate for the new classification shall be established by the Employer, and written notice shall be given to the Union. The classification and wage rate shall be considered agreed unless the Union objects within 30 days of notification.

14.3 Notice of Changed Positions

In the event that the Employer is required or chooses 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 15 - JOB POSTINGS AND APPLICATIONS**15.1 Job Postings and Applications**

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

- (a) Vacancies in excess of 60 calendar days will be posted for a minimum of seven calendar days in a manner that gives all employees access to such information. The posting shall include salary range, a summary of the job description, the required qualifications, the program designation, the commencement date, and the hours of work, including where possible start and stop times and days off.
- (b) Postings shall be filled in the following manner:
 - (1) Internal applicants shall be given first consideration for the posting;
 - (2) the Employer will only seek external candidates if the vacancy cannot be filled with an internal candidate.

15.2 Changes to Start and Stop Times, Days Off and Work Area

In the posting of a vacancy or a 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 is not capricious, arbitrary, discriminatory or in bad faith; 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).

15.3 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 each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

15.4 Notice to Union

One copy of all postings shall be sent to the union designate within the aforementioned seven calendar days.

15.5 Notice of Successful Applicant

The Employer shall, within three calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted. The Employer shall advise the successful applicant when a grievance has been filed on a posting.

Upon request an unsuccessful applicant will be given reasons in writing why they were unsuccessful.

15.6 Grievance Investigation

The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

ARTICLE 16 - TECHNOLOGICAL CHANGE, REORGANIZATION AND LAYOFF

16.1 Technological Change, Automation, Changes in Methods of Operation and Changes in Funding Status

(a) Preamble

(1) This article shall not interfere with the right of the Employer to make such changes as are consistent with changes in programs for reasons outlined above.

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

(b) Consultation

(1) The Employer shall provide notice and relevant information to the Union 120 days in advance of an anticipated change which will affect a significant number of employees in the bargaining unit if the change is initiated by the Employer or the parties to the commercial contract. In the event the Employer receives less than 120 days' written notice for such a change, the Employer will immediately provide notice to the Union.

(2) The Union and the Employer shall meet per Section 54 of the *Labour Relations Code*.

16.2 Job Training

(a) The Union Management Committee shall also address the following issues:

(1) For planning training programs for those employees affected by any change as contemplated by this agreement;

(2) For planning training programs to enable employees to qualify for new positions being planned through future expansion of existing or creation of new programs or renovation;

(3) For planning training programs for those employees affected by new methods of operation;

(4) For planning programs in the area of general skill upgrading.

(b) Whenever necessary, this Committee shall seek the assistance of external training resources such as the federal Human Resources Development Canada and provincial Ministry of Labour, or other recognized training institutions.

16.3 Definition of Layoff

"Layoff" is: a cessation of employment or elimination of a job resulting from technological change, commercial contract cancellation, reorganization, reduction in the amount of work to be done by the Employer or other material change in organization.

16.4 Displacement Options

A displaced employee shall have the following options:

Vacancies

- (a) Displaced employees shall be entitled to bid on any vacancies or new positions at the current worksite. The selection of the vacant position shall be in accordance with Clause 13.2 (Selection Criteria).
- (b) Transfer to another worksite porting all seniority and related benefits to fill a vacancy that has not been filled by an employee at that worksite pursuant to Clause 15.1(b)(1) to (2) (Job Postings and Applications).

Bumping

- (a) Bump any junior employee at their own worksite provided the employee has the skills to perform the job. Such bump shall not result in a promotion.
- (b) If an employee, who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, union representatives and representatives from the Employer will meet to find a replacement which maintains a reasonable level of accommodation for the employee, or identify alternative options for the senior employee.

Casual Status

- (a) Move to casual status at own worksite, porting seniority and all other benefit entitlements held in abeyance until such time as the employee successfully bids into a regular position.
- (b) Transfer to another worksite, porting seniority but change to casual status. All other benefit entitlements shall be held in abeyance until such time as the employee successfully bids into a regular position.

Recall

- (a) Elect recall per Clause 16.6(c) (Layoff Notice) to own worksite. A call-in for casual work shall not be considered a recall.

16.5 Notice of Displacement

- (a) Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, one copy of such notice shall be sent to the union designate.
- (b) The following process will be used in the event of layoff/displacement:
- (c) When a change occurs pursuant to Clause 16.3 (Definition of Layoff), a meeting will be arranged between the displaced employee and their steward and employer representative(s). The Employer shall make available a list of current union vacancies, a current union seniority list and information regarding any labour adjustment options that may be available. Displaced employees will notify the Employer in writing, no later than 31 calendar days from the date of the meeting in Clause 16.4 (Displacement Options), of their option.

16.6 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:

After three consecutive months of employment one week
 After 12 consecutive months of employmenttwo weeks
 After three consecutive years of employment three weeks
 After four consecutive years of employment four weeks
 After five consecutive years of employment..... five weeks
 After six consecutive years of employment.....six weeks
 After seven consecutive years of employmentseven weeks
 After eight consecutive years of employment..... eight weeks

- (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 employees possess the basic qualifications to perform 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 Clause 16.5 (Notice of Displacement) of this agreement.

16.7 Contracting Out

The Employer will not contract out work performed by the bargaining unit that will directly result in the layoff of a regular employee.

ARTICLE 17 - SCHEDULING PROVISIONS**17.1 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 two weeks in advance of their effective date. Scheduling of statutory holidays shall be subject to Article 23.5 (Scheduling Stat Days)
- (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 19 (Overtime). Notice of the alteration shall be confirmed in writing as soon as possible.
- (b) There shall be a minimum of 12 consecutive hours off-duty between the completion of one work shift and the commencement of the next.
- (c) When it is not possible to schedule 12 consecutive hours off-duty between work shifts, all hours by which such changeover falls short of 12 consecutive hours shall be paid at overtime rates in accordance with Article 19 (Overtime).
- (d) If a written request for a change in starting time is made by an employee which would not allow 12 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 (b) and (c) above shall be waived for all employees affected by the granting of such a request provided they are in agreement.

(e) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice is given and provided that there is no increase in cost to the Employer.

(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 rates pursuant to Article 19 (Overtime). Notice of the change shall be confirmed in writing as soon as possible.

(g) Regular full-time employees shall not be required to work three different shifts in any six consecutive day period posted in their work schedules.

(h) Schedules shall not have more than five consecutive shifts of work in a row with a minimum of two clear days off.

ARTICLE 18 - HOURS OF WORK

18.1 Continuous Operation

Continuous operation shall mean Monday through Sunday.

18.2 Hours of Work

(a) The hours of work for each regular full-time employee covered by this agreement exclusive of meal times shall be a maximum of 40 hours per week or an equivalent.

(b) Where the Employer seeks to implement a change in the shift schedules of regular employees which will affect a majority of employees involved in the rotation, the Employer will seek input and feedback from the affected employees. Once employee input and feedback has been considered the Employer may implement shift schedule changes that are for bona fide operational reasons. Employees affected shall receive 14 days' notice of the change. Prior to finalization of new/changed schedules, a copy shall be provided to the Union.

(c) Employees shall not be required at any time to work more than six consecutive days and employees shall not receive any time less than two consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 19 (Overtime).

18.3 Meal Periods

(a) A meal period of one-half hour unpaid shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five consecutive hours without an eating period.

(b) If the employee is authorized to work during the meal period, the meal period shall be paid at overtime rates.

(c) 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.

18.4 Rest Periods

Employees working six consecutive hours or more shall receive two rest periods of 15 minutes each, one in each half of the shift. Employees working less than a full shift shall receive one rest period of 15 minutes.

18.5 Split Shifts

Split shifts shall not be scheduled.

18.6 Full-Time Positions

The Employer shall create as many full-time positions possible.

18.7 Conversion of Hours

Where an employee's regular scheduled workday is greater than those outlined in Article 18.2(a) (Hours of Work), special and paid leaves including holidays, sick leave and bereavement leave, will be converted to hours on the basis of the normal full-time daily hours of work outlined in Article 18.2(a) (Hours of Work), and deducted based on the number of hours taken as leave in accordance with the employee's work schedule.

ARTICLE 19 - OVERTIME**19.1 Overtime Entitlement**

Employees requested to work in excess of eight hours in a day or 40 hours in a week shall be paid:

- (a) The rate of time and one-half of their basic hourly rate of pay for the first two hours of overtime;
- (b) The rate of double-time of their basic hourly rate of pay for all hours worked thereafter.

After 40 hours in a week, employees required to work on a scheduled day off shall receive overtime at time and one-half.

Should the parties agree to a shift schedule requiring more than eight hours per day or 40 hours per week, the provisions of Article 19.1 (Overtime Entitlement) shall not apply

Employees can apply to work extended hours up to 12 hour shifts without incurring overtime, provided at least 75% of a particular group agree and it does not violate union policy.

19.2 Statutory Holiday

If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided in Clause 23.4 (Required to Work on Statutory Holiday), the employee shall be paid overtime at the rate of time and one-half the regular rate for all hours worked beyond normal working hours.

19.3 Payout

Overtime pay shall be paid to the employee in the pay period it is earned.

19.4 Overtime Meal

An employee who works two hours of overtime immediately before or following their scheduled hours of work shall have a meal provided. If a meal is not provided the employee will receive a meal allowance of \$10.

19.5 Emergencies

When a full-time 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 may exist, the employee shall work such overtime under protest and may file a grievance.

19.6 Overtime for Part-Time Employees

(a) 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 be hours worked in excess of the normal hours in the workday of a full-time employee.

(b) A regular part-time employee working less than the normal hours 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.

19.7 Hours Clear From Work

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 regular shift.

19.8 Overtime Offers

Employer shall offer overtime to employees on the basis of seniority and qualifications.

ARTICLE 20 - SHIFT AND WEEKEND PREMIUM**20.1 Shift Premiums**

(a) Employees working evening shift (any shift that begins at 3:00 p.m.) shall receive 15¢ for each hour on that shift.

(b) Employees working night shift (any shift that begins at 11:00 p.m.) shall receive 50¢ for each hour on that shift.

ARTICLE 21 - CALLBACK, CALL-IN, ON CALL**21.1 Callback**

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

(b) 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, pursuant to Clause 22.1 (Mileage Allowance), shall be paid from the employee's home to the Employer's place of business and return.

21.2 Call-in Statutory Requirement

Any employee, except those covered by 21.1 (Callback), 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 does not commence work, and a minimum of four hours' pay at their regular rate if they commences work.

ARTICLE 22 - TRANSPORTATION ALLOWANCE

22.1 Mileage 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 50¢ per kilometre.

22.2 Insurance

Employees who have completed their probationary period and use their motor vehicles at the request of the Employer shall be reimbursed, with receipts to a maximum of \$75 per calendar year for business insurance.

ARTICLE 23 - STATUTORY HOLIDAYS

23.1 Paid Holidays

(a) Employees will be entitled to 10 statutory holidays and such other holidays as may be proclaimed or declared by either the provincial or federal governments:

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

(b) With 14 days notice in advance of a statutory holiday, employees shall have the option of working up to four statutory holidays in exchange for up to four paid days off to observe as religious/cultural holidays.

23.2 Replacement of Holiday

When an employee has been on sick leave that is inclusive of one or more working days prior to an employer scheduled statutory holiday and one or more working days following such employer scheduled statutory holiday, then the employer scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee may be required in all such cases to provide a certificate of illness from a medical practitioner. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

23.3 Holiday Falling on a Day of Rest

Employees required to work on scheduled days off will receive pay at the rate of time and one-half for the time worked, but will not have the day off rescheduled.

23.4 Required to Work on Statutory Holiday

Employees who are required to work on a statutory holiday shall be paid at the rate of time and one-half. Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

23.5 Scheduling Stat Days

Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two regularly schedule days off per week so that employees will receive as many three day breaks during each year as possible assuming that such can be done without any extra premiums being payable.

Employees may choose to be paid out instead of receiving a lieu day. If they make this choice, they will inform their manager in writing prior to the commencement of the holiday and will be paid out within 30 days of the stat holiday.

23.6 Christmas or New Year's Day Off

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

23.7 Extra Vacation Days

If an employer scheduled statutory holiday occurs within a full-time employee's vacation period, an extra day's vacation will be allowed for each statutory holiday.

23.8 Part-Time Employees Scheduled Days Off

Part-time employees shall receive four percent of straight-time pay in lieu of scheduled days off.

ARTICLE 24 - VACATION**24.1 Vacation Entitlement**

Regular employees shall be entitled to vacation leave based on length of service. The vacation year is based on each employee's hire date.

24.2 Calculation of Payment Entitlement

(a) Current vacation is calculated as follows:

(1) Full-time employees are entitled as follows:

1 st to 3 rd year	Vacation pay shall be four percent of straight-time earnings
4 th to 6 th year	Vacation pay shall be six percent of straight-time earnings
7 th year or more	Vacation pay shall be eight percent of straight-time earnings

(2) Regular employees with less than one year service shall receive vacation leave and pay calculated at four percent of straight-time earnings.

(3) Regular part-time employees shall be entitled to vacation leave on a proportionate basis.

(4) Employees who terminate part way through a calendar year and who have taken more days of vacation than earned will have unearned vacation taken repaid to the Employer.

24.3 Vacation Requests

- (a) Employees will submit their vacation requests by February 28th each year for the period May 1st to April 30th the following year.
- (b) Vacations requests shall be approved based on operational requirements by March 31st.
- (c) The choice of vacation periods shall be granted to employees on the basis of seniority with the Employer. The Employer shall permit annual vacations to be taken during the entire year. Once the approved vacation schedule has been posted, it shall only be changed by mutual agreement.
- (d) Vacation requests made after February 28th will be approved, based on operational requirements, in writing within 7 days of the request being submitted. Requests will not be unreasonably denied.

24.4 Splitting of Vacation Periods

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.

24.5 Vacation Pay

Vacation pay to which an employee is entitled shall be paid to the employee in the pay period before the beginning of their vacation, provided that the employee gives the Employer at least 14 days' written advance notice of desired pay in advance of the pay period. The amount of their vacation pay shall be based on the number of workdays of planned absence due to a vacation for each vacation period.

24.6 Vacation Carryover

Up to a maximum of one-half of the earned vacation time may be accumulated from calendar year to calendar year, and must be taken by July 1st of the next year.

24.7 Vacation Entitlement upon Termination

All employees upon termination shall be paid vacation entitlement pursuant to Clause 24.1 (Vacation Entitlement) and 24.2 (Calculation of Payment Entitlement) and any outstanding statutory entitlements or overtime.

24.8 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. The Employer may require a physician's certificate at no cost to the employee.

24.9 Recall during Vacation

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

ARTICLE 25 - LEAVES OF ABSENCE**25.1 Bereavement Leave**

- (a) Bereavement leave of absence of three days with pay per calendar year shall be granted to a regular employee upon application to the Employer in the event of a death of a member of the employee's immediate family. The Employer may require proof of death. This shall include parent (or alternatively stepparent or foster parent), spouse, child, stepchild, sibling, parent-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) Such bereavement leave shall be granted to employees who are on other paid leaves of absences including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.
- (c) Bereavement leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

25.2 Compassionate Care Leave

- (a) Family member means:
 - (1) a member of an employee's immediate family, as defined in the *Employment Standards Act Family Member Regulations*.
- (b) An employee who requests leave under this article is entitled to up to 27 weeks within 52 weeks of unpaid leave to provide care or support to a family member who is terminally ill. The employee must have a medical practitioner issue a certificate stating that the family member has a serious medical condition with significant risk of death within 26 weeks. The employee's request does not have to be in writing or given to the employer in advance. However, the employee should speak with their employer about the need for the leave when they first become aware of it. The 52-week period begins:
 - (1) the date the certificate is issued; or
 - (2) if the leave began before the date of the certificate is issued, the date the leave began.
- (c) The employee must give the Employer a copy of the certificate as soon as practicable.
- (d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under Subsection (b) begins.
- (e) The leave can end in two ways, whichever comes first;
 - (1) On the last day of the week in which the family member dies
 - (2) 52 weeks after the period began - even if the employee has not taken 27 weeks of leave, the employer is not required to give any more leaves until the employee provides another medical certificate.
- (f) A leave taken under this section must be taken in units of one or more weeks.
- (g) If an employee takes a leave under this section and the family member does not die within the 52-week period, the employee may take a further leave after obtaining a new certificate.

25.3 Education Leave

Employer Requested Leave

- (a) Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests 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.

In-service Education and Staff Meetings

- (a) 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 and staff meetings shall receive the applicable rate of pay.

Unpaid Education Leave

An employee may request an unpaid leave of up to two years' absence to take educational courses 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 two calendar months' advance notice in writing.
- (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) Notices granting such requests shall be given by the Employer in writing.

Employee Requested Paid Leave

- (a) Employer shall pay the cost of tuition, registration and course required materials to a maximum of \$6000 per employee upon proof of the employee's successful completion of the Employer approved educational program. Denial will be based on bona fide business reasons.
- (b) Employees compensated in accordance with (a) must work for the Employer for a period of two times the leave granted. If the employee works less than two times the leave granted, that employee will repay to the Employer a prorated amount of the sum in (a) supplied by the Employer. The Employer may deduct from the last paycheque of the employee any sum of monies owed to the Employer for the proration.
- (c) Employees successfully completing training shall retain their relative position on the seniority list as of the commencement date of their Leave of Absence.
- (d) The period in school does not count towards hours for benefit reimbursement.
- (e) The employee returning to the worksite after such program outlined above shall be able to return to their regular position or a casual position. (Intent: this will increase work opportunities in the classification of the newly acquired education).

25.4 Unpaid Leave

- (a) An employee may request a short-term unpaid leave of absence of up to three months for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such request. The request shall state the duration of the

leave required and the date on which the employee wishes to return to work. Reasonable notice of at least seven days shall be given to minimize dislocation of staff.

(b) For every two years of continuous service, an employee may request, in writing, an extended unpaid leave of absence of more than three months for any purpose, giving the longest possible advance notice. The request shall state the duration of the leave required and the date on which the employee wishes to return to work. Except for pregnancy and parental leave, an employee who has taken an extended unpaid leave of absence shall not be entitled to take another unpaid leave of absence until he or she has completed two further years of continuous service.

(c) Every reasonable effort shall be made to comply with such requests provided the replacements to ensure proper operation of the department can be found. Notice granting such leaves shall be provided in writing, stating the commencement date and the return to work date and the employee shall sign and date the notice. The Employer shall indicate to the employee the acceptance or refusal of such request at least 48 hours prior to the commencement date of the request leave.

(d) Employees who wish to extend their leave shall request to do so in writing at the earliest opportunity.

(e) Employees requesting to return early from leave may make their request in writing at least 14 days prior to the requested date of return.

(f) Requests for leave extension and requests to return early from leave will be granted only if doing so will not result in additional cost to the Employer.

25.5 Unpaid Leave Affecting Seniority and Benefits

(a) Any employee granted unpaid leave of absence shall continue to accumulate continuous service with the Employer.

(b) All seniority and benefits earned by the employee shall be maintained for unpaid leave of absence or an accumulation of unpaid leaves granted for up to one month or less.

(c) If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds one month in any calendar year, the employee shall not accumulate seniority or benefits from the first of the following month of unpaid leave of absence to the last day of unpaid leave. Seniority will begin to accumulate upon the employee's return to work. Benefits will apply in accordance with the benefit provisions of the agreement.

(d) Subsequent to one month employer paid benefit coverage per this article, employees may opt to pay benefit premiums for an additional three months of coverage. Subsequent to one month employer paid benefit coverage per this article, employees on maternity and/or paternity leave may opt to pay benefit premiums for the entire leave period. Subsequent to one month employer paid benefit coverage per this article, employees on WCB wage loss claim or EI sick leave may opt to pay benefit premiums for the duration of such claim for the entire leave period.

25.6 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, federal, First Nations, Metis, or Inuit election shall be granted unpaid leave of absence for 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.

25.7 Domestic Violence Leave

- (a) An employee is entitled to a leave of absence without loss of seniority of a reasonable duration if the employee or the employee's child or other eligible person as defined by the *Employment Standards Act* experienced domestic or sexual violence.
- (b) During each calendar year, the employee will be entitled to:
- (1) Up to five days of leave with pay;
 - (2) Up to five days of leave without pay; and
 - (3) Up to an additional 15 weeks of leave without pay.
- (c) If the employee is a casual employee, the employee's daily hours for each day will be the total hours paid to the employee in the 12 weeks immediately before the day on which the employee began the leave(s) of absence under this clause, divided by 60.

ARTICLE 26 - SICK LEAVE

26.1 Entitlement

- (a) Post-probationary employees will accrue sick leave at the rate of four hours per month based on a 35 hour workweek averaged over a calendar year to a maximum of 30 days and may be carried over year to year.
- (b) Sick leave shall be paid out as follows:
- Up to 1950 hours - 80%
1950 hours and up - 100%
- (c) Unused sick leave will not be paid out.

26.2 Sick Leave with Pay

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. A physician's certificate may be requested for each leave of more than three consecutive workdays or where a pattern of absence can be demonstrated. Failure to meet this requirement can be cause for disciplinary action. Employees must notify their supervisor prior to the beginning of their schedule of any absence from duty because of sickness and employees must notify the Employer prior to their return and may be required to provide medical proof of their fitness to return to work. Such medical proof shall be at the Employer's expense.

26.3 Appointments

Employees should make every effort to schedule appointments outside of work hours.

26.4 Termination of Sick Leave Credits

All sick leave credits are cancelled when an employee terminates their employment.

26.5 Other Claims

- (a) In the event that an employee is absent from duty because of illness or injury in respect to which wage loss benefits may be payable to the employee by 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 subrogated to the rights of the employee. The employee shall insure that all appropriate steps have been taken to obtain and keep entitlement to the ICBC benefits.

(b) Where the Employer recovers monies from ICBC, the employee's sick leave credits shall be proportionately reinstated.

26.6 Injury on Duty

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

(b) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and benefits and shall not have their employment terminated during the compensable period. The compensable period is that period in which the employee is capable of returning to a job with the Employer with or without accommodation.

26.7 Return to Work

(a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.

(b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.

(c) Return to work programs will be part of an approved rehabilitation plan.

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided. The Employer shall not have contact with the employee's physician without the employee's consent.

ARTICLE 27 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

27.1 Pregnancy Leave

Employees shall be granted pregnancy leave of absence without pay. Leave of absence for pregnancy may be taken for a period of 17 weeks. The leave will begin no earlier than 13 weeks before the expected birth date and no later than the actual birth date.

Employees are entitled to leave up to 6 consecutive weeks after the termination of the employee's pregnancy. Leave must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

Employees who request leave under Article 27.1 (Pregnancy Leave) are entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons relating to the birth or termination of the pregnancy, the employee is unable to return to work when their leave under this Article ends. The Employer may require a medical or nurse practitioner's certificate stating the reasons for requesting additional leave.

Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for pregnancy 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 pregnancy benefits under the *Employment Insurance Act* or any wage loss replacement plan.

Employees shall make every effort to give at least 14 days' notice prior to the commencement of pregnancy leave of absence without pay, and employees shall give at least 14 days' notice of their intention to return to work prior to the termination of the leave of absence.

If an employee is unable or incapable of performing her duties prior to the commencement of the pregnancy leave of absence without pay, the employee may be required to take unpaid leave of absence.

The Employer may require the employee to provide a doctor's certificate indicating the expected date of birth.

Upon return to work, the employee shall continue their former position without loss of perquisites accumulated up to the date of commencement of the pregnancy leave of absence without pay and subject to the provisions of Clause 27.2 (Parental Leave).

27.2 Parental Leave

An employee shall be eligible for parental leave of up to 62 consecutive weeks without pay or 61 consecutive weeks without pay in the case of a birth parent who takes pregnancy leave under Clause 27.1 (Pregnancy Leave), provided such leave begins within 78 weeks of the child's birth.

Where both parents are employees of the Employer, the employees are both entitled to parental leave.

Upon return to work, the employee shall continue their former position without loss of perquisites accumulated up to the date of commencement of the parental leave of absence without pay.

27.3 Adoption Leave

Upon request, an employee shall be granted leave of absence without pay for up to 62 weeks following the adoption of a child provided such leave begins within 78 weeks of the child's adoption. The employee shall furnish proof of adoption.

27.4 Leave Extensions

The leave period may be extended by an additional five weeks if the child has a physical, psychological, or emotional condition requiring an additional period of parental care.

ARTICLE 28 - OCCUPATIONAL HEALTH AND SAFETY

28.1 Preamble

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.

28.2 Occupational Health and Safety Committee

(a) The parties agree that a joint occupational health and safety (OHS) committee will be established and will meet once per month or at the call of either party. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations 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. In no case will the Employer's representatives outnumber those of the Union's.

- (b) Employees who are members of the Committee shall be granted leave without loss of pay or receive the applicable rate of pay while attending meetings of the Joint Committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive the applicable rate of pay to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. When meetings or other duties are performed outside employees' working hours, they will receive straight-time pay.
- (c) The OHS Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload and safety problems such as unsafe equipment and vehicles etc., 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 or workload problem exists, it shall inform the Employer. Within 21 days thereafter, the Employer shall advise the Committee what steps it has taken to rectify the safety-related workload problem identified by the Committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Investigator for a written recommendation.
- (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 OHS Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the WCB and/or the Occupational Health and Safety Agency. The Committee will increase the awareness of all staff on such topics as: workplace safety, universal precautions, safe lifting techniques, dealing with aggressive clients, WHMIS and the role and function of the OHS Committee. The Committee will foster knowledge and compliance with the Industrial Health and Safety Regulations 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 clients 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 and maintain appropriate safety clothing and equipment.
- (g) The Employer shall be informed by the OHS Committee of its recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.
- (h) The OHS Committee shall provide recommendations to the Employer concerning appropriate orientation methods and time necessary, for employees to work safely. The Employer will implement orientation necessary for the safe performance of work.
- (i) Minutes of the Committee meetings shall be transcribed by the Employer and distributed to committee members. Once approved by the committee, the minutes will be posted at the worksite in a spot visible by all employees and be sent to the Union designate.

28.3 Aggressive Residents and Violence

- (a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.
- (b) When the Employer is aware that a client has a history of aggressive behaviour, the Employer will provide such information to the employee.

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

28.4 Violence Prevention Program

(a) The Employer will establish a violence program or review the existing program where one is in place. This will be done within the Occupational Health and Safety Committee or a subcommittee of that committee.

The parties recognize that it is important to provide an environment that is properly secure for all those who receive care or work in health care. A safe environment is important for all staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and residents should expect to be treated in, an environment where the risk of violence is minimized.

(b) At the choice of the employee, private and confidential critical incident and stress defusing, debriefing support shall be made available and known to employees who have suffered a serious work related traumatic incident of an unusual nature. Leave to attend such sessions will be without loss of pay. The steward shall be immediately notified by the Employer of the traumatic incident.

(c) Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Committee, after review of the circumstances, may request a review by WorkSafeBC.

(d) Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WorkSafeBC counselling and such other support as may be reasonably available.

28.5 Investigation of Accidents

(a) Pursuant to the *Workers Compensation Act*, Part 1, Division 10 governing Accident Reporting and Investigation, all accidents/incidents shall be jointly investigated by at least one worker representative and one employer representative. Provided a worker representative is reasonably available and does not result in undue delay in meeting the required timelines.

The designated worker representative shall be released from their regular duties to participate in the investigation. The Employer will reassign the work that would have otherwise been performed by the worker representative for the duration of the investigation. This may include replacement of the employee. Where the investigation is scheduled outside the worker representative's regular hours, they will be paid at the applicable rate of pay.

(b) If the Employer's representative is a member of the bargaining unit, nothing in this clause restricts the right of the Employer to require their representative in (a) above to complete other reports related to the accident under investigation.

(c) In the event of a fatality the Employer shall immediately notify the Union President for BCGEU members, or designate The notice will include the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above.

28.6 Respectful Workplace

The parties are committed to promoting a work environment in which all those who enter the facility will conduct themselves in a civil, respectful and cooperative manner. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and residents should expect to be treated in, an environment where the risk of violence is minimized.

The Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and the users of the facility regarding expectations and consequences of inappropriate behaviour, aggression and violence.

28.7 Right to Refuse Unsafe Conditions

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

28.8 Vaccination and Inoculation

- (a) The parties agree to certain measures intended to minimize an employee's risk of contracting an infectious disease through client contact.
- (b) As a general matter, the Employer will educate staff as to the reasonable precautions staff can take to minimize the spread of any infectious disease. This education will include in-services, and the provisions of materials, in writing and otherwise, for staff education. The Employer shall provide for Mantoux test and/or chest x-rays at no cost to the employee.
- (c) As a specific matter, and where an individual client or clients have an infectious disease which may reasonably be expected to put an employee at risk, the following will apply:
 - (1) Those staff who would be at risk will be advised of the nature of the risk, and any precautions or practices necessary.
 - (2) This information will be provided only to those staff whose work routines will place them at risk, and with the understanding the information is confidential, and will not be discussed with any other person, except those other employees who are already aware of the circumstances.
 - (3) Where vaccination, or inoculation, or immunization is required by the Medical Health Officer, and is not otherwise available to an employee without direct cost, the Employer will pay the cost.

28.9 Working Short Staffed

Whenever possible the Employer agrees to replace employees with other BCGEU employees respectively, when an employee is off work due to illness, vacation or leave for any purpose.

28.10 Employees Working Alone

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

consultation with employees who work alone and the Joint OH&S Committee. The procedure will be set up with log books indicating who and how each employee was checked for safety with dates and times of every check. The Employer shall pay for any costs associated with the implementation of the procedure. The procedure will be audited by the Joint OH&S Committee every three months in 2008, every six months in 2009, and at least annually thereafter.

ARTICLE 29 - HEALTH AND WELFARE PLANS

29.1 Group Benefits

Group life, EHC, Dental, vision and all other benefit premiums to remain per the Sun Life group benefits.

29.2 Benefit Provider

Prior to any proposed changes in the benefit carrier, the Employer will advise the Union in writing 30 days in advance of a change. The Employer agrees to ensure that at a minimum a new carrier shall provide the same benefits and benefit levels as the previous carrier.

29.3 Eligibility

Employees working at least 20 hours per week over a period of 13 weeks shall be eligible for the group benefits.

ARTICLE 30 - REGISTERED RETIREMENT SAVINGS PLAN

Post probationary regular employees, on application, will be enrolled in the group RRSP plan. Under this plan, the Employer will match employee contributions of up to three percent of gross wages.

ARTICLE 31 - PRINTING OF AGREEMENT

31.1 Copies of Agreement

The parties agree that every employee and manager shall receive a copy of this agreement. The parties shall equally share the cost of the printing of the collective agreement. The collective agreement will be produced by the Union and bear a union label. Printing of the collective agreement shall be done by union print shop.

ARTICLE 32 - WAGE SCHEDULES AND PAYDAYS

32.1 Compensation

Employees shall be compensated in accordance with the Wage Schedule as appended to this agreement.

32.2 Paydays

Employees shall be paid by direct deposit every second Tuesday subject to the following provisions:

- (a) The statements given to employees on their payday shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, and an itemization of all deductions.

The Employer shall provide quarterly statements to the employees of their sick leave credits and vacation credits separately.

- (b) When a payday falls on a non-banking day, the pay shall be deposited prior to the established payday.
- (c) Upon request by an employee, vacation pay to which an employee is entitled shall be paid to the employee separately, in one payment by the last working day before the beginning of the employee's annual vacation.

ARTICLE 33 - GENERAL CONDITIONS

33.1 Indemnity

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

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

33.2 Professional Responsibility

(a) Employee concerns

In the interest of resident safety and safe care practices, the parties agree to the following problem solving process to address employee concerns relative to resident care including:

- (1) safe practice conditions;
- (2) safety of residents and staff;
- (3) workload.

(b) Discussion with Director of Care

The employee with a concern will discuss the matter with the Manager with the objective of resolving the concern. At their request the employee may be accompanied by a steward.

(c) Unusual Occurrence Report Form

If the matter is not resolved to their satisfaction, the employee may complete an Unusual Occurrence Report Form within seven calendar days of their discussion with the Manager. One report will be forwarded to the Labour/Management Committee for review along with a copy being provided to the steward and a further copy being forwarded to the Union.

(d) Labour/Management Committee Meeting

The Labour/Management Committee shall meet with regard to the matter within 14 calendar days of receiving the Incident Report.

33.3 Meal Allowance

Employees are allowed an amount of food and drink for personal consumption during their shift, to be paid for by the Employer through an automatic payroll deduction of three dollars including PST, for each shift. A list of excluded food and drink items will be posted on the bulletin board.

ARTICLE 34 - CASUAL EMPLOYEES

34.1 Casual Probationary Period

- (a) Casual employees shall serve a probationary period of 450 hours worked.

- (b) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve the remainder of the probationary period pursuant to (a) above.

34.2 Application of Agreement

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

- Clause 12.4 - Re-Employment
- Article 16 - Technological Change, Reorganization and Layoff
- Clause 17.1 - Scheduling Provisions (a), (f) and (g)
- Article 21 - Callback, Call-in, On Call
- Article 24 - Vacation
- Clause 25.1 - Bereavement Leave
- Clause 25.4 - In-service Education and Staff Meetings
- Clause 25.5 - Unpaid Education Leave
- Clause 25.6 - Employee Requested Paid Leave
- Article 26 - Sick Leave
- Article 30 - Registered Retirement Savings Plan

34.3 Injury on Duty

Casual employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. The compensable period is that period in which the employee is capable of returning to a job with the Employer with or without accommodation.

34.4 Casual Seniority

- (a) Casual employees accrue seniority in accordance with Clause 12.1 (Seniority Defined).
- (b) While on a WorkSafe claim, casual employees shall be credited with seniority based on the average number of hours worked in the preceding six months.

34.5 Casual Employees Call-in Procedure

- (a) The manner in which casual/part-time employees shall be called to work shall be as follows:
- (1) Employees will be called for work on the basis of seniority from most senior to least senior, provided the employees are qualified and have completed the orientation/training for the job. Employees will receive training and orientation in order of seniority.
- (2) Employees will provide a single telephone number to the Employer for call-in purposes. Each call shall be a minimum of five rings duration. All calls shall be recorded in the log books showing the signature of the person making the phone call, time of vacancy, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute the Union shall have access to the log books. When there is no answer, the call will be followed by text message with the details of the shift.
- (3) When a vacancy will commence 24 hours or more after the call, the Employer will leave a message and follow with a text message. The employee may accept the vacancy within five minutes of a message being left.

- (4) If a shift remains unfilled after casual and part-time employees have been called, the Employer may choose to call regular full-time staff in order of seniority provided they have not worked the maximum allowable hours in definition 4(b) Regular Full-Time Employees.
- (b) A casual/part-time employee may register for work in any job classification at their worksite, provided they are qualified and have completed the orientation/training for the job.
- (c) Casual/part-time employees shall submit an availability form to the Employer by the 15th of the month for the following month.
- The Employer shall be obliged to call a casual employee for those days on which the employee is available.
- (d) Casual employees who are called in by the Employer and report for work shall be paid a minimum of 4 hours at the applicable rate of pay.
- (e) A casual employee will be deemed to have abandoned their position and terminated if they do not accept any shifts for a period of three months. The employee shall be afforded the opportunity to rebut such assumption and demonstrate that there were reasonable grounds for not having accepted offered shifts.

34.6 Change of Status

- (a) When a casual employee is hired into a regular position they shall retain the seniority they accrued as a casual employee.
- (b) A regular employee who is laid off shall be entitled 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 to only such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer.

34.7 Casual Employees Vacation Pay and Statutory Holidays

- (a) Casual employees will be paid four percent of straight-time pay in lieu of scheduled days off for working statutory holidays.
- (b) Casual employees will be paid out their vacation pay on each paycheque as follows:
- | | |
|---|---|
| 1 st to 3 rd year | four percent of straight-time earnings; and |
| 4 th year and over | six percent of straight-time earnings. |

ARTICLE 35 - DURATION OF AGREEMENT**35.1 Duration**

This agreement shall be binding and remain in effect until midnight, December 31, 2024.

35.2 Notice to Bargain

- (a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after October 1, 2024 but in any event, no later than midnight on December 31, 2024.
- (b) Where no notice is given by either party prior to December 31, 2024 both parties shall be deemed to have been given notice under this clause on December 31, 2024.

(c) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Administrator.

35.3 Change in Agreement

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

35.4 Agreement to Continue in Force

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

35.5 Effective Date of Agreement

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

**SIGNED ON BEHALF OF
THE UNION:**

DocuSigned by:

Stephanie Smith

6B01B367B8FF46D

Stephanie Smith
President, BCGEU

**SIGNED ON BEHALF OF
THE EMPLOYER:**

DocuSigned by:

David Seymour

EC34DC058B5743C

David Seymour
Vice-President Labour Relations

Deborah Wagner
Local 407 Chair

Tom Holland
Executive Director, Sun Village

DocuSigned by:

Sheila Matthen

74EC696FE9DC478

Sheila Matthen
BCGEU Staff Representative - Negotiations

Brent Camilleri for

Date: June 28, 2022

SCHEDULE A
Wage Rates

The Employer is providing a one-time market adjustment to the Multi Skilled Worker/Food Service Worker/Housekeeper of 62¢ upon date of ratification and Cooks, \$1.71.

The wage grid below includes the market adjustment.

CLASSIFICATION	Apr. 1, 2019 1%	Ratification Date	Apr. 1, 2022 1.5%	Apr. 1, 2023 2%	Apr. 1, 2024 2%
Cooks	18.47	\$21.00	\$21.32	\$21.74	\$22.18
MSW	15.83	\$16.35	\$16.60	\$16.93	\$17.27

Signing Bonus

- Full-Time employees - \$700
- Part-Time Employees - \$350
- Casual Employees - \$175