

**DRAFT**

**COLLECTIVE AGREEMENT**

**between the**

**HCN-REVERA LESSEE (FLEETWOOD VILLA LP  
o/a Fleetwood Villa**

**and the**

**B.C. GENERAL EMPLOYEES' UNION (BCGEU)**

**Effective from July 1, 2019 to December 31, 2022**

## TABLE OF CONTENTS

<b>DEFINITIONS.....</b>	<b>1</b>
<b>ARTICLE 1 - PREAMBLE .....</b>	<b>2</b>
1.1 Purpose of Agreement.....	2
1.2 Future Legislation .....	2
1.3 Licensed Premises.....	2
1.4 Conflict with Policy .....	2
1.5 Use of Singular Terms.....	2
1.6 Harassment & Bully Free Workplace .....	2
1.7 Complaint Investigation.....	3
<b>ARTICLE 2 - BARGAINING AGENT RECOGNITION .....</b>	<b>4</b>
2.1 Recognition .....	4
2.2 No Other Agreement .....	4
2.3 Union and Employer Representation.....	4
2.4 Correspondence.....	4
2.5 Union Representatives .....	4
2.6 Recognition and Rights of Stewards .....	4
2.7 Bulletin Boards.....	5
2.8 No Discrimination .....	5
2.9 Union Insignia .....	5
2.10 Right to Refuse to Cross Picket Lines .....	5
2.11 Leave of Absence for Union Business .....	5
<b>ARTICLE 3 - UNION SECURITY.....</b>	<b>5</b>
3.1 Union Membership.....	5
<b>ARTICLE 4 - UNION DUES .....</b>	<b>6</b>
4.1 Union Dues.....	6
<b>ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES .....</b>	<b>6</b>
5.1 Employer and Union to Acquaint New Employees.....	6
<b>ARTICLE 6 - MANAGEMENT RIGHTS.....</b>	<b>6</b>
6.1 Management Rights.....	6
<b>ARTICLE 7 - EMPLOYER-UNION RELATIONS.....</b>	<b>7</b>
7.1 Labour Management Committee.....	7
7.2 Employee Attendance at Staff Meetings .....	7
<b>ARTICLE 8 - GRIEVANCE PROCEDURE .....</b>	<b>8</b>
8.1 Definition.....	8
8.2 Grievance Procedure .....	8
8.3 Time Limits to Submit to Arbitration .....	8
8.4 Dismissal or Suspension Grievance .....	8
8.5 Deviation from Grievance Procedure .....	8
8.6 Amending Time Limits .....	9
8.7 Policy Grievance.....	9
8.8 Failure to Observe Time Limits.....	9

<b>ARTICLE 9 - ARBITRATION</b> .....	<b>9</b>
9.1 Appointment of a Single Arbitrator.....	9
9.2 Binding Decision.....	9
9.3 Jurisdiction of the Arbitrator .....	9
9.4 Cost of Arbitrator .....	9
9.5 Expedited Arbitration .....	9
9.6 Investigator .....	10
<b>ARTICLE 10 - DISCIPLINE AND DISMISSAL</b> .....	<b>10</b>
10.1 Discipline .....	10
10.2 Notice of Dismissal or Suspension .....	11
10.3 Personnel File.....	11
10.4 Right to Have Steward Present .....	11
<b>ARTICLE 11 - SENIORITY</b> .....	<b>11</b>
11.1 Seniority Defined .....	11
11.2 Temporary Positions Outside of the Bargaining Unit.....	11
11.3 Probationary Employees .....	12
11.4 Loss of Seniority.....	12
11.5 Seniority List.....	12
<b>ARTICLE 12 - VACANCY POSTING</b> .....	<b>12</b>
12.1 Job Posting .....	12
12.2 Temporary Appointments .....	13
12.3 Trial Period .....	13
12.4 Temporary Job Postings .....	13
<b>ARTICLE 13 - LAYOFF AND RECALL</b> .....	<b>13</b>
13.1 Layoff and Recall .....	13
<b>ARTICLE 14 - HOURS OF WORK</b> .....	<b>14</b>
14.1 Hours of Work.....	14
14.2 Scheduling .....	14
14.3 Changes in Scheduling .....	15
14.4 Meal and Rest Periods .....	15
14.5 Modified Hours .....	15
14.6 Daylight Savings Time .....	15
14.7 Call-in.....	16
14.8 Shift Differential.....	16
<b>ARTICLE 15 - EDUCATION</b> .....	<b>16</b>
15.1 Education .....	16
<b>ARTICLE 16 - UNIFORM ALLOWANCE</b> .....	<b>16</b>
<b>ARTICLE 17 - PAID HOLIDAYS</b> .....	<b>17</b>
17.1 Paid Holidays.....	17
17.2 Holiday .....	17
17.3 Holiday Falling on a Day of Rest .....	17
17.4 Shifts on a Paid Holiday .....	17
17.5 No Pyramiding.....	17
17.6 Holiday Pay for Full-Time Employees.....	17

17.7	Holiday Pay for Part-Time and Casual Employees .....	18
17.8	Christmas Day .....	18
<b>ARTICLE 18 - OVERTIME.....</b>		<b>18</b>
18.1	Overtime .....	18
<b>ARTICLE 19 - VACATION.....</b>		<b>19</b>
19.1	Vacation Entitlement.....	19
19.2	Vacation Carryover .....	19
19.3	Scheduling of Vacation .....	19
19.4	Vacation Pay on Termination .....	20
<b>ARTICLE 20 - SICK LEAVE .....</b>		<b>20</b>
20.1	Sick Leave Entitlement.....	20
20.2	Sick Leave/Workers' Compensation.....	20
20.3	Weekly Indemnity.....	21
20.4	Sick Leave While on Vacation .....	21
20.5	Certification of Fitness .....	21
20.6	Notice of Absence/Return to Work.....	21
20.7	Integration With Other Disability Income.....	21
<b>ARTICLE 21 - LEAVES OF ABSENCE.....</b>		<b>21</b>
21.1	General Leave .....	21
21.2	Jury and Witness Duty .....	22
21.3	Bereavement Leave .....	22
21.4	Family Responsibility Leave.....	22
<b>ARTICLE 22 - MATERNITY AND PARENTAL LEAVE.....</b>		<b>22</b>
22.1	Maternity and Parental Leave .....	22
<b>ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY .....</b>		<b>23</b>
23.1	Occupational Health and Safety Committee .....	23
23.2	Investigation of Accidents .....	24
23.3	Transportation of Injured Employees .....	24
<b>ARTICLE 24 - ADJUSTMENT PLAN.....</b>		<b>24</b>
24.1	Adjustment Plan.....	24
<b>ARTICLE 25 - CONTRACTING OUT.....</b>		<b>24</b>
25.1	Contracting Out.....	24
<b>ARTICLE 26 - BENEFITS PLANS.....</b>		<b>24</b>
26.1	Enrollment.....	24
26.2	Full-Time Regular Employees .....	24
26.3	Part-Time Regular Employees .....	25
26.4	Commencement of Coverage.....	25
26.5	Dental Plan Design.....	26
26.6	Plan Carriers .....	26
<b>ARTICLE 27 - PAYMENT OF WAGES .....</b>		<b>26</b>
27.1	Rates of Pay.....	26
27.2	Payment of Wages Upon Termination, Layoff or Resignation.....	26
27.3	Substitution .....	26

27.4	Meal Allowances.....	27
27.5	Mileage.....	27
<b>ARTICLE 28 - JOB CLASSIFICATIONS AND WAGE RATES .....</b>		<b>27</b>
<b>ARTICLE 29 - GENERAL CONDITIONS .....</b>		<b>27</b>
29.1	Indemnity.....	27
29.2	Copies of the Collective Agreement.....	27
29.3	Personal Property Damage.....	27
29.4	Lockup for Personal Effects .....	27
<b>ARTICLE 30 - DURATION OF AGREEMENT.....</b>		<b>28</b>
30.1	Duration .....	28
30.2	Notice to Bargain .....	28
30.3	Agreement to Continue in Force.....	28
30.4	Section 50(2) and (3) Excluded.....	28
30.5	Change in Agreement .....	28
<b>MEMORANDUM OF UNDERSTANDING #1 - Re: Term of Agreement .....</b>		<b>30</b>
<b>APPENDIX 1 - Casual Employees .....</b>		<b>30</b>
<b>APPENDIX 2 - Casual Employees Call-in.....</b>		<b>31</b>
<b>APPENDIX 3 - Classification and Wage Grid.....</b>		<b>33</b>
<b>APPENDIX 4 - Registered Retirement Savings Plan (RRSP) - Effective June 1, 2006 .....</b>		<b>34</b>
<b>APPENDIX 5 - LIFE/EHC/MSP/Dental and AD&amp;D Benefit Details.....</b>		<b>34</b>
<b>LETTER OF UNDERSTANDING 1 - On Call Provisions .....</b>		<b>37</b>
<b>LETTER OF UNDERSTANDING 2 - Licensed Practical Nurses and Recognition of Prior Experience.....</b>		<b>38</b>
<b>LETTER OF UNDERSTANDING 3 - Article 12 - Vacancy Posting .....</b>		<b>38</b>

**DEFINITIONS**

"*bargaining unit*" - is the unit of employees voluntarily recognized by the Employer for purposes of collective bargaining, and employed in specified occupations employed by the Employer at 16028 - 83<sup>rd</sup> Avenue, Surrey, BC V4N 0N2.

"*basic rate of pay*" - means the rate of pay negotiated by the parties to this agreement, as specified in Appendix 3.

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

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

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

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

- (a) "*probationary employee*" - means an employee who is hired into a probationary status and who has not yet successfully completed 487.5 hours worked.
- (b) "*probationary employees - Health and Wellness department*" - means an employee who is hired into a probationary status and who has not yet successfully completed 487.5 hours worked in the Health and Wellness department as an LPN or RSA.
- (c) "*casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
  - (1) paid leave relief
  - (2) unpaid leave relief
  - (3) temporary increase of workload

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

(d) "*full-time regular employees*" - full-time regular employees are regularly scheduled employees who work an average of 37.5 or more hours per week on a continuing basis.

(e) "*temporary employees*" - temporary employees are employees hired for a specified period not exceeding three months' duration, except where such period is extended by agreement of the parties. If a temporary employee subsequently becomes a regular employee, all rights under this agreement which are based on length of service or seniority (including probation) shall be calculated from the commencement of the temporary employment.

(f) "*part-time employees*" - part-time employee is one who is regularly scheduled to work less than 37.5 hours per week.

"*employer*" - means HCN-F Lessee (Fleetwood Villa) LP o/a Fleetwood Villa.

"*rest period*" - means a paid interval, which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.

"*spouse*" - means a person to whom the employee is legally married or with whom the employee has cohabited in a common-law relationship for two years or more

"union" - means the B.C. General Employees' Union.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

### 1.2 Future Legislation

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

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

### 1.3 Licensed Premises

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

### 1.4 Conflict with Policy

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

### 1.5 Use of Singular Terms

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

### 1.6 Harassment & Bully Free Workplace

The parties are committed to promoting a work environment in which all people who enter the site will conduct themselves in a civil and respectful manner. Complaints of harassment and bullying will be taken seriously and will be addressed in a timely manner.

- (a) Substantiated complaints of harassment and/ or bullying will lead to discipline up to and including termination.
- (b) An employee who files a complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action up to and including termination.
- (c) The following behaviour is expressly prohibited:
  - (1) Unwelcome conduct, including verbal, physical, or visual conduct that is based on a person's protected status, such as a race, colour, religion, sex, age, national origin, citizenship status, disability, sexual orientation, gender identity, or any other protected status;

- (2) Abusive language, physical aggression, deliberately causing injury to another, or any disorderly conduct or malicious disturbance, including intimidation or harassment of others;
  - (3) Sexual harassment or conduct based upon gender, whether it is directed toward a person of the same or opposite sex, including unwelcome sexual advances, requests for sexual favours, as well as other physical, verbal or visual conduct (including print or electronic communications); and,
  - (4) Any conduct which would be seen by a reasonable person to be unacceptable and/or creates a hostile, offensive or intimidating working environment that interferes with the individual's work performance.
- (d) Protection against harassment extends to Residents, family members, business employees, such as outside consultants, professionals and other providers of goods or services to the workplace.
  - (e) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

### **1.7 Complaint Investigation**

- (a) Incidents or complaints should be reported as soon as possible after the occurrence or event giving rise to the incident or complaint.
- (b) An employee with an allegation involving harassment or bullying should file a complaint with the Employer and shop steward or union representative.
- (c) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware. This includes representatives of both the Employer and the Union.
- (d) When the complaint is presented through the Union, the union representative or steward shall notify the Employer of the complaint within 14 calendar days and shall provide a copy of the complaint to the Employer's representative.
- (e) When the complaint is received by the Employer, the Employer will notify the respondent and the staff representative of the substance of the complaint in writing within 14 calendar days.
- (f) The Employer shall investigate the allegations within 30 days of initiation of the complaint. The Employer shall notify the Union upon conclusion of the investigation whether or not the allegations were substantiated, and indicate what action if any, they intend to take.
- (g) At the conclusion of the investigation, any grievance filed shall be at Step 2 of the grievance procedure.
- (h) An employee may request union representation at any point in the investigation process.
- (i) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (j) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

## ARTICLE 2 - BARGAINING AGENT RECOGNITION

### 2.1 Recognition

This agreement covers all employees of HCN-Revera Lessee (Fleetwood Villa) LP o/a Fleetwood Villa in the City of Surrey, save and except the Executive Director, Assistant Executive Director or Director of Administrative Service, Director of Culinary Services, Lifestyle Consultant, Director of Recreation, Director of Environmental Services, Director of Health and Wellness, and such other positions the parties agree to exclude.

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

### 2.2 No Other Agreement

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

### 2.3 Union and Employer Representation

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

### 2.4 Correspondence

The parties agree that all correspondence between the Employer and the Union shall be sent to the Executive Director or the President of the Union or their designate as the case may be.

### 2.5 Union Representatives

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

### 2.6 Recognition and Rights of Stewards

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

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

## **2.7 Bulletin Boards**

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

## **2.8 No Discrimination**

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

## **2.9 Union Insignia**

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

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

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

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

- (a) The Employer shall grant leaves of absence to employees to attend union conventions, negotiations of the collective agreement with the Employer and other union business. The Union agrees that such leave will not unduly affect the proper operations of the Employer.
- (b) In requesting such leaves of absence, the Union must give 14 days written notice to the Employer to be confirmed in writing. The Employer will respond to the application within seven days.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employee.
- (d) It is agreed that the Union will elect three employees who will represent the Union in negotiations of subsequent collective agreements with the Employer.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Union Membership**

Employees within the bargaining unit, who were employed and were not members of the Union prior to the date of certification of June 9, 2005, shall have the option of joining the Union. Employees hired after the date of certification of June 9, 2005 are required to become members of the Union as a condition of employment.

Nothing in this collective agreement shall be construed as requiring an employee who was hired prior to the certification date of June 9, 2005 to become a member of the Union.

## ARTICLE 4 - UNION DUES

### 4.1 Union Dues

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

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

### 5.1 Employer and Union to Acquaint New Employees

A new employee shall be advised of the name and location of the union steward(s). The Employer will provide an opportunity for the new employee and the union steward to meet within regular working hours for a period not to exceed 15 minutes, without loss of pay, during the first 30 days of employment.

## ARTICLE 6 - MANAGEMENT RIGHTS

### 6.1 Management Rights

The Union acknowledges that all management rights are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive right of the Employer:

- (a) to determine and establish job content, the work to be done, the schedule and the standards and procedures for the performance of such work, the number of employees required and the duties to be performed by each from time to time;
- (b) to maintain order, discipline and efficiency and in connection therewith to establish, enforce and alter from time to time rules and regulations to be observed by employees;
- (c) to hire, transfer, layoff, recall, promote, demote, classify and assign duties; to discharge, suspend or otherwise discipline employees who have completed their probationary period, provided that a claim by any employee that they have unjustly been disciplined may be subject to the grievance procedure. Probationary employees may be discharged at the sole discretion of the Employer;
- (d) to operate and manage its affairs and Retirement Residence in as efficient and economical manner as it sees fit and to plan, direct and control the work of the employees and the operations of

the Retirement Residence. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole;

(e) to determine: the nature and kind of functions and operations to be conducted by the Employer; the services to be rendered and the method by which such services will be rendered; the kinds and locations of facilities, equipment, merchandise, goods, fixtures to be used, the type of resident services to be carried on; and the control of materials and goods.

## ARTICLE 7 - EMPLOYER-UNION RELATIONS

### 7.1 Labour Management Committee

A labour management committee shall be established, consisting of two employees from the previous bargaining committee and two representatives of the Employer. The Union shall appoint one alternate representative. On the written request from the Union or employer, the Labour Management Committee shall meet at least once every two months during the term of this agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this agreement. The purpose of the Labour Management Committee is to promote the cooperative resolution of the workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity. Employees shall receive their basic rate of pay for time spent in attendance at the Labour Management Committee.

#### (a) *Operational Consultation Subcommittee*

A subcommittee shall be established, consisting of employees representing the individual departments and representatives of the Employer. The employees attending the subcommittee meeting will be representatives of the affected department(s). When an employee attends the meeting outside of their regular work hours they will be paid their basic rate of pay for time spent in attendance at the meeting. By request of the Union or the Employer this subcommittee shall meet.

The purpose of this subcommittee, is as follows:

(b) Review existing and new job routines for resolution.

(1) Job routines will include shift start and shift finished times.

(c) Consultation prior to operational changes being implemented by the Employer.

This committee shall have an agenda one week prior to the meeting and keep minutes of the meeting. The minute-taking will alternate between the Union and the Employer.

The meeting minutes of this committee will be forwarded to the Labour Management Committee.

### 7.2 Employee Attendance at Staff Meetings

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

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

## ARTICLE 8 - GRIEVANCE PROCEDURE

### 8.1 Definition

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

### 8.2 Grievance Procedure

The following grievance procedure shall apply:

*Step 1* - Within 14 calendar days of the alleged violation, the employee, together with a union steward, at the employee's option, shall attempt to resolve the grievance through discussion with their supervisor.

*Step 2* - If the matter is not resolved at Step 1, the employee, or a union representative at the employee's option, shall present the grievance in writing to the Residence's senior management, clearly setting forth full particulars of the alleged violation, including the article(s) involved and the remedy sought. The written grievance must be presented within 14 calendar days of the alleged violation. Within 14 calendar days following receipt of the written grievance, the Residence's senior management shall provide the employee and the union staff representative with a written reply.

### 8.3 Time Limits to Submit to Arbitration

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

- (a) 14 calendar days after the Employer's decision has been received; or
- (b) 14 calendar days after the Employer's decision was due, whichever occurs first.

### 8.4 Dismissal or Suspension Grievance

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

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

### 8.5 Deviation from Grievance Procedure

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

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

### **8.6 Amending Time Limits**

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

### **8.7 Policy Grievance**

(a) Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or designate and the Union within 14 days of the occurrence.

(b) Where no satisfactory agreement is reached, either party, within 14 calendar days, may submit the dispute to arbitration and shall then set forth the particulars in writing of the alleged violation to the other party.

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

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

## **ARTICLE 9 - ARBITRATION**

### **9.1 Appointment of a Single Arbitrator**

When a party has requested that a grievance be submitted to arbitration, the parties shall have 14 calendar days to agree on a single arbitrator. The Arbitrator may be Joan Gordon, Bruce Greyell, Judi Korbin, or Chris Sullivan, or any other as agreed to by the parties. Failing such agreement, either party may request that a single arbitrator be appointed pursuant to the *Labour Relations Code* of British Columbia.

### **9.2 Binding Decision**

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

### **9.3 Jurisdiction of the Arbitrator**

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

### **9.4 Cost of Arbitrator**

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

### **9.5 Expedited Arbitration**

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

(a) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on a suitable arbitration date and location agreed-to by the parties.

- (b) As the process is intended to be informal, outside lawyers will not be retained to represent either party.
- (c) 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.
- (d) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
- (e) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (f) The Arbitrator shall hear the grievance and shall render a decision with five working days of such hearing. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (g) 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.
- (h) All settlement of expedited arbitration cases made prior to hearing shall be without prejudice.
- (i) The parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (j) The expedited arbitrators, who shall act as sole arbitrators, shall be one of Joan Gordon, Bruce Greyell, Judi Korbin, Chris Sullivan, or any other as agreed to by the parties.

#### **9.6 Investigator**

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any questions as to whether a matter is arbitrable, during the term of the collective agreement, Chris Sullivan, Irene Holden, Mark Brown or Joan Gordon, 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.

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

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

#### **10.1 Discipline**

- (a) The Employer shall not dismiss or discipline an employee who has completed their probationary period except for just and reasonable cause.
- (b) If the Employer, in its sole discretion, decides that the probationary employee is unsuitable for continued employment, that their performance is unsatisfactory, or that the employee is unwilling or

unable to properly carry out their duties, the Employer may terminate the employee's employment at any time during the probationary period.

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

- (a) Notice of dismissal or suspension, including that of a probationary employee, shall be in writing and shall set forth the reasons for dismissal or suspension and a copy shall be sent to the union staff representative.
- (b) The employee shall be given a copy of any disciplinary document that will be placed in their personnel file.

#### **10.3 Personnel File**

- (a) An employee shall have the right to request that any disciplinary action be removed from the personnel file after 18 months has expired, provided that there has been no subsequent disciplinary action.
- (b) In the cases of resident abuse the 18-month period may be extended by the length of time an employee is absent from work for an accumulated period of more than 30 days, except for periods of approved vacation and maternity/parental leave.
- (c) An employee, or the President of the Union or their designate, with the employee's written authority, shall be entitled to view the employee's personnel file provided that the Employer is given adequate notice. Access to the personnel file shall be provided within seven calendar days of the request.

#### **10.4 Right to Have Steward Present**

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

### **ARTICLE 11 - SENIORITY**

#### **11.1 Seniority Defined**

Seniority will be recognized and will accrue based on an employee's straight-time hours paid from their most recent date of hire.

In the event that a casual employee successfully posts into a regular position, their seniority date of hire shall be established based on the equation of 1950 hours for one full year of service.

#### **11.2 Temporary Positions Outside of the Bargaining Unit**

An employee who accepts a temporary position outside the bargaining unit shall continue to accumulate seniority for a period of up to one year or for the length of assignment if it is for maternity/adoption/parental/medical leave. The Employer will advise (in writing) the President of the Union and bargaining Chairperson anytime a person from within the bargaining unit is assigned to an out

of scope position on a temporary basis as well as the terms and conditions of employment (offer letter). The employee may accept or decline such an assignment. The exact term of the temporary position will be identified.

The Union will be advised if the term is extended due to maternity/adoption/parental or medical leave. Any employee temporarily excluded from the Union in an out of scope position will continue to pay union dues for the duration of the temporary position.

### **11.3 Probationary Employees**

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period of 487.5 hours, the employee's seniority shall be accrued from their most recent date of hire.

### **11.4 Loss of Seniority**

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

- (a) resigns from the employ of the Employer;
- (b) is discharged for just and reasonable cause;
- (c) is on layoff for more than 12 consecutive months;
- (d) after a layoff, fails to report to work within 10 working days after being recalled by telephone or registered letter addressed to the address last provided by the employee to the Employer;
- (e) is absent without leave for two or more consecutive days without having notified the Employer;
- (f) uses an authorized leave of absence for a purpose other than that for which the leave was granted;
- (g) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given; or
- (h) is in the employ of another employer during the employee's regularly working hours while on a leave of absence.

### **11.5 Seniority List**

The Employer shall provide the Union with the combined full-time/part-time seniority list, and with the casual seniority list in January and July of each year.

The seniority list shall include the name, job classification, employment status and current seniority hours.

## **ARTICLE 12 - VACANCY POSTING**

### **12.1 Job Posting**

- (a) Where the Employer intends to fill a vacancy that is expected to be for in excess of 60 calendar days, in an existing or new classification, the Employer shall post the vacancy to be filled for a period of seven calendar days and the posting shall include the classification, wage rate, qualifications and a brief outline of the position and the closing date for applications. A copy will be sent to the President of the Union and the bargaining unit Chairperson. The Employer may advertise externally at the same time.

- (b) A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.
- (c) All applications for posted vacancies shall be submitted in writing by letter, email or fax, to the Employer by the closing date.
- (d) In the event that more than one qualified employee applies for the posted vacancy, the Employer will consider experience, ability and qualifications and where these factors are considered equal, the applicant with the greatest seniority shall fill the vacancy.

### **12.2 Temporary Appointments**

- (a) Until the vacancy is filled through the job posting provisions, the Employer may make temporary appointments from within the bargaining unit.

### **12.3 Trial Period**

The successful applicant shall serve a trial period of 240 hours worked. Conditional on satisfactory performance, the successful applicant shall become permanent after successful completion of the trial period. During the trial period, if the successful applicant is unsatisfactory in the position, or if the employee finds themselves unable to perform the duties of the new position or wishes to return to their former position, they shall be returned to their former position at their former wage rate and without loss of seniority. All employees who changed job positions in consequence, will return to their previous position, at their former rate of pay and without loss of seniority.

### **12.4 Temporary Job Postings**

An employee who is successful in a temporary job posting will not bid for another temporary posting until they have completed the original posting or three months in the posting, whichever occurs first.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Layoff and Recall**

- (a) A layoff shall be defined as a cessation of employment or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer.
- (b) In the event of a layoff, employees shall be laid off by job category in reverse order of seniority within a department.
- (c) A laid off employee may bump the most junior employee in any department, provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee affect a promotion through a bump.

A laid off employee who bumps the most junior employee shall be paid at the hourly rate of the classification they are bumping into, at the rate corresponding with their previous placement on the grid.

- (d) Employees on layoff shall be recalled by department in order of seniority, subject to their willingness, qualifications and ability to do the work available. It shall be sufficient for the Employer to send notice of recall to the employee by registered mail to the employee's last known address.

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

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

(f) Employees who are laid off in accordance with this article of the collective agreement will have the option of having their name included on the casual call-in list for their department. Such laid off employees shall notify the department manager in writing of their desire to be placed on the call-in list.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work

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

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

(c) The regular workday shall consist of:

- (1) seven and one-half hours of work exclusive of a one-half hour unpaid meal break; or
- (2) eight hours of work exclusive of a one-half hour unpaid meal break; or
- (3) such other period as may be scheduled;
- (4) such other period as allowed by variances; as applicable.

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

### 14.2 Scheduling

(a) The Employer shall post work schedules for a minimum of two weeks at least two weeks prior to the effective date of the schedule. Employees will not be scheduled to work more than six consecutive days.

(b) Notwithstanding (a) above, an employee, on request, may be scheduled to work an additional day to pick up additional hours to the maximum hours listed in Clause 18.1 Overtime.

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

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

(e) Employees shall have at least eight consecutive hours free from work between each shift worked.

- (f) There shall be no split shifts.

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

- (a) In situations, other than emergencies, the scheduled employees are entitled to 48 hours' notice of changes in their respective work schedules. In emergency situations beyond the Employer's control, as in the case of the failure of an employee to report for an assigned shift, the Employer may give less than 48 hours' notice.
- (b) Employees who are unable to report for their scheduled shift due to personal illness or emergency, shall provide the Employer with notice at the earliest possible time to allow the Employer to cover the absence.
- (c) Where the Employer changes an employee's schedule without 48 hours' notice, the employee may decline to accept the changed starting and/or finishing times of the first changed shift.
- (d) Employees may exchange shifts with the prior written authorization of the Employer, provided that a minimum of 48 hours' of notice is given. There shall be no increased cost to the Employer as a result of a shift exchange. This provision is not intended to be used for extensive and/or ongoing shift exchanges between employees.
- (e) Where an employee reports for work as scheduled and no work is available such employee will be entitled to a minimum of four hours' pay at the employee's regular rate of pay provided that if requested by the Employer, the employee shall perform a minimum of four hours' of such available work as the Employer may assign.

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

- (a) All employees working a full seven and one-half hour shift shall receive a 15 minute paid rest period in each half of the shift.
- (b) All employees working less than a full seven and one-half hour shift but a minimum of a four hour shift, will receive one 15 minute paid rest period.
- (c) All employees working a full five hour shift will receive a 30 minute unpaid meal break scheduled as closely as practical to the middle of the workday.
- (d) An employee is entitled to take their meal unpaid meal break away from the premises. Employees shall advise their supervisor/designate in writing when they intend to leave the premises and when they return to commence work by way of a sign-in/out book.
- (e) Unpaid meal breaks and paid rest periods shall be scheduled in a manner which is consistent with the efficiency of operations.

#### **14.5 Modified Hours**

The parties acknowledge that modified hours of work are in place and these shall continue until amended.

#### **14.6 Daylight Savings Time**

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

**14.7 Call-in**

- (a) Where an employee is called in to work prior to the commencement of their normally scheduled shift, those hours worked prior to the scheduled shift shall be paid at their basic rate of pay or the overtime rate of pay, as applicable.
- (b) Employees who are called back to work outside of their normally scheduled working hours shall be paid their basic rate of pay or the overtime rate of pay, as applicable, for all hours worked, or for three hours, whichever is greater.

**14.8 Shift Differential**

*"Effective January 1, 2022"*

- (a) An evening shift differential of 75¢ per hour will apply for all hours worked where the majority of the shift is worked between 15:00 and 23:00.
- (b) A night shift differential of \$1 per hour will apply for all hours worked where the majority of the shift is worked between 23:00 and 07:00.
- (c) A weekend shift differential of 75¢ per hour will apply for all hours worked where the majority of the shift is worked between 07:00 and 15:00 Saturday or 07:00 to 15:00 Sunday.
- (d) The shift differential premium is not used to compute hourly overtime rates. There will be no pyramiding/stacking of premiums.

**ARTICLE 15 - EDUCATION****15.1 Education**

- (a) Where a course, program or licence is required as a condition of employment to perform the duties of an employee's position, the employee shall be responsible for all costs of acquiring and maintaining such membership and/or certification(s).
- (b) Where the Employer directs an employee to participate in a course or program, the employee shall be compensated at their regular rate of pay for time spent in attendance at the course or program, and for the tuition fee, provided the employee provides proof of successful completion of the program or course.
- (c) Existing Food Service employees who have not completed the Serve It Right course will be directed to do so by the Employer and will be compensated as noted in 15.1(b) above.

**ARTICLE 16 - UNIFORM ALLOWANCE**

The Employer does not anticipate a requirement for special clothing. However, in the event such special clothing is required by the Employer, then the Employer shall provide such special clothing and an allowance of five cents per hour worked and employees shall have the responsibility of cleaning their special clothing and maintaining special clothing in a good state of repair.

**ARTICLE 17 - PAID HOLIDAYS****17.1 Paid Holidays**

(a) Full-time employees who have been employed for 30 days calendar days before the statutory holiday and who have worked or earned wages for 15 to 30 calendar days preceding the statutory holiday shall receive the following holidays with pay:

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

The intent is that there shall be no more than 12 paid holidays in each calendar year. If another federal, provincial, or municipal holiday should be proclaimed during the term of this collective agreement, such additional holiday will replace one of the designated holidays in the collective agreement.

**17.2 Holiday**

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

(b) Holiday pay for an employee who works irregular hours on at least 15 of the last 30 calendar days preceding the paid holiday is calculated by dividing the employees total wages, excluding overtime, earned in the 30 day period by the number of days worked.

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

If one of the above named holidays occurs on an employee's regular day off, or during their vacation period, the employee shall receive an additional day off with pay in lieu thereof, unless otherwise arranged between the employee and the Employer, or the employee shall receive a day's pay. Lieu days arising from designated paid holidays shall be scheduled with the mutual agreement of the Employer subject to operational requirements. Employees will have the option of taking the lieu day in time off or in pay.

**17.4 Shifts on a Paid Holiday**

For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.

**17.5 No Pyramiding**

There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.

**17.6 Holiday Pay for Full-Time Employees**

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

- (a) one and one-half times the regular rate of pay for hours worked on that day.
- (b) Another day off with pay.

(c) The day off with pay outlined in (b) above shall be taken within 6 (six) months of the holiday at a mutually agreeable time between the employee and the Employer.

(d) Failing mutual agreement, subsequent to (c) above, the lieu day will be paid out no later than six (6) months after the holiday.

*Note: Employees will have until December 31, 2022 to use stat holiday lieu days currently in their banks. If the pre-ratification lieu days are not used by December 31, 2022, they will. Automatically be paid out. Stat holidays accumulated after ratification will be used according to (c) and (d) above.*

### **17.7 Holiday Pay for Part-Time and Casual Employees**

(a) Regular part-time employees will be paid at the rate of one and one-half times the basic rate of pay for hours worked on a designated paid holiday.

(b) Regular part-time employees shall be paid 4.6% of their gross pay in each biweekly pay period, in lieu of holiday pay for designated paid holidays.

(c) Casual employees will be paid at the rate of one and one-half times the basic rate of pay for hours worked on a designated paid holiday, and will receive 4.6% of their gross pay in each biweekly pay period, in lieu of holiday pay for designated paid holidays.

### **17.8 Christmas Day**

Notwithstanding the eligibility requirements, any employee (regardless of employment status) required to work on December 25<sup>th</sup> shall receive pay and time off in accordance with Clause 17.6 above, as though they met the eligibility requirements.

## **ARTICLE 18 - OVERTIME**

### **18.1 Overtime**

(a) All overtime must be authorized in writing, in advance by the Employer except in cases of emergency.

(b) Authorized work performed in excess of:

(1) seven and one-half hours in a day;

(2) eight hours in a day; or

(3) 37½ hours in a week, or 40 hours in a week, averaged over a two week cycle, as the case may be;

shall be paid at the rate of one and one-half the employee's basic rate of pay.

Employees who are working hours of work subject to variances shall be paid overtime for hours worked in excess of the hours specified in the variance.

(c) Authorized work performed in excess of 11 hours in a day shall be paid at the rate of two times the employee's basic rate of pay.

(d) Employees working more than six consecutive days or more than 20 days in a four week period shall be paid overtime rates for such time worked in excess.

- (e) Where an employee works more than two hours of overtime, they shall receive a paid rest period 15 minutes.
- (f) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- (g) Opportunities for overtime work shall be offered to employees within the classification on the basis of seniority. Employees may refuse to work overtime except in cases of emergency.

## ARTICLE 19 - VACATION

### 19.1 Vacation Entitlement

Vacations with pay shall be granted to employees based on their length of continuous service as of December 31<sup>st</sup> of the preceding year as follows;

- (a) *For Full-Time Employees:*

Years of Service	Vacation	Vacation Pay
Less than three years	three weeks	6%
After three years but less than 10 years	four weeks	8%
After 10 years	five weeks one day	10.4%

- (b) *For Part-Time Employees and Casual Employees:*

Years of Service	Vacation	Vacation Pay
Less than 5,475 hours worked	three weeks	6%
After 5,475 hours worked and less than 18,250 hours worked	four weeks	8%
After 18,250 hours worked	five weeks one day	10.4%

- (c) Vacation pay for employees shall be calculated at 6%, 8%, or 10.4% as applicable, of the gross annual earnings as reported on the employee's T4 for the preceding calendar year.
- (d) Upon receipt of 14 calendar days written notice, the Employer shall pay to the employee, immediately prior to the commencement of their vacation an amount equivalent to their vacation pay earned, up to the amount of vacation time being taken. Where the employee does not so request, the employee shall receive vacation pay on their regular pay.

### 19.2 Vacation Carryover

An employee shall be required to reduce their accumulation (by taking vacation) to a maximum of two weeks' carryover by December 31<sup>st</sup> of each year.

### 19.3 Scheduling of Vacation

Department vacation request lists will be posted by January 15<sup>th</sup> of the following year. Subject to operational requirements, seniority will be a factor in determining vacation requests received prior to February 15<sup>th</sup> of each year, if no other agreement can be reached among employees. Requests received after February 15<sup>th</sup> will be approved on a first come, first served basis, subject to operational requirements. Where an employee chooses to split their annual vacation, their second choice of vacation

shall be made only after all other employees concerned have made their initial selection. The vacation schedule shall be posted by March 1<sup>st</sup>.

#### **19.4 Vacation Pay on Termination**

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

### **ARTICLE 20 - SICK LEAVE**

#### **20.1 Sick Leave Entitlement**

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

(1) Full-time employees who have completed the probationary period shall be credited with 15 hours of sick leave and shall then accumulate sick leave credits at the rate of five hours per month of service to a maximum of 52.5 hours. Providing credits are available, employees will be eligible to claim 100% of scheduled lost time due to personal illness.

(2) Part-time employees regularly scheduled to work 20 hours or more per week and who have completed the probationary period shall be credited with 11¼ hours of sick leave and shall then accumulate sick leave credits at the rate of 3% of hours worked per month to a maximum of 52.5 hours. Providing credits are available, employees will be eligible to claim 100% of scheduled lost time due to personal illness.

(3) Part-time employees regularly scheduled to work less than 20 hours per week and who have completed the probationary period shall be credited with 11¼ hours of sick leave and shall then accumulate sick leave credits at the rate of 3% of hours worked per month to a maximum of 22.5 hours. Providing credits are available, employees will be eligible to claim 100% of scheduled lost time due to personal illness.

(4) The Employer shall advise employees of their accumulated sick leave credits in January of each year.

(5) Where specialist medical appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted from the accumulated sick leave credits, provided credits are available. The Employer may require an employee to substantiate a claim for sick leave benefits.

(b) Notwithstanding the above, no employee will receive less than five days paid and three days unpaid leave [as determined by hours scheduled to be worked on each scheduled day] for personal illness or injury in a calendar year.

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

Absence for injury compensable under provisions of the *Workers Compensation Act* shall not be charged against sick leave credits. Employees in receipt of Workers' Compensation shall be credited with seniority as if they had worked their scheduled work hours.

### **20.3 Weekly Indemnity**

(a) Full-time and part-time employees regularly scheduled to work 20 hours or more per week shall participate in a weekly indemnity plan that will provide coverage on the first day of hospitalization or accident or the eighth calendar day of illness.

Coverage will continue for up to 17 weeks. The indemnity plan shall provide to qualifying employees 66.7% of the first \$600 of weekly insurable earnings plus 50% of the balance with a maximum weekly benefit of \$920.

(b) The weekly indemnity plan for new employees will be effective on completion of the probation period.

### **20.4 Sick Leave While on Vacation**

Where an employee is sick during their scheduled vacation and can produce a valid medical certificate, sick leave credits shall apply, and the period of vacation displaced will not be counted against the employee's vacation credits. The Employer must be informed at the time of illness or immediately thereafter.

### **20.5 Certification of Fitness**

After an absence due to illness or injury, the Employer is entitled to require documentation from a physician or from Workers' Compensation Board, certifying that the employee is medically able to resume the full duties of the position or a graduated return to work.

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

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

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

(c) The Employer may require a sick leave note from a doctor on the third day of illness or injury unless in an attendance management program.

### **20.7 Integration With Other Disability Income**

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

## **ARTICLE 21 - LEAVES OF ABSENCE**

### **21.1 General Leave**

(a) A regular employee who has completed the probationary period may request a leave of absence without pay, subject to the Employer's approval. An employee who wishes to apply for such leave shall, except in cases of emergency, state their request in writing at least two weeks prior to the

commencement of the requested leave. The request shall include the commencement date and the reason for the request. Subject to the Employer's operational requirements, the leave shall not be unreasonably withheld. When such leave is authorized, health and welfare benefits shall be maintained at the employee's expense.

(b) A regular employee shall receive up to one day off with pay to attend a formal hearing to receive their Canadian citizenship.

### **21.2 Jury and Witness Duty**

(a) Regular employees who serve on a jury or are called as witnesses for the Crown, provided the court action is not occasioned by the employee's personal affairs, shall be granted leave of absence with pay for a maximum of 10 working days per year.

(b) Should the employee receive any witness or jury fees, these amounts will be deducted from the employee's pay during the period noted above. The amount of the deduction shall not exceed the employee's regular rate of pay for the period noted above.

### **21.3 Bereavement Leave**

When a death occurs in an employee's immediate family (which shall include spouse, parent, children, siblings, parents in-law, children in-law, siblings in-law, grandparent, or grandchild, or any relative permanently residing in the employee's household), or the employee loses a pregnancy, regular employees will be eligible for leave up to a maximum of five consecutive calendar days from the date of death. If any of these days fall on previously scheduled working days, the employee will receive regular pay for their scheduled hours for up to three days.

### **21.4 Family Responsibility Leave**

An employee is entitled to request up to five days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any member of the employee's immediate family.

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

## **ARTICLE 22 - MATERNITY AND PARENTAL LEAVE**

### **22.1 Maternity and Parental Leave**

(a) The employee shall normally provide the Employer with at least four weeks' written notice in advance of the intended commencement and completion dates of the leave. In the case of pregnancy, the employee shall provide the Employer with a medical Doctor's certificate of the estimated date of delivery.

(b) An employee who is pregnant, or who adopts a child, is entitled to 17 consecutive weeks of unpaid leave.

(c) Where the pregnancy has terminated, an employee is entitled up to six consecutive weeks of unpaid leave starting on the date the pregnancy terminated. The Employer may request a note from a doctor or nurse practitioner that confirms when the pregnancy terminated.

(d) Where an employee intends to return to work sooner, or later, than the original completion date, the employee shall give the Employer at least four weeks' written notice in advance. Maternity or adoption leave may be extended by a period up to a maximum of six weeks when approved in writing by a duly qualified medical practitioner.

(e) The birth mother may take unpaid parental leave up to 61 consecutive weeks beginning immediately after maternity leave expires, to a maximum combined period of 78 weeks.

(f) The birth father or adoptive parent may take unpaid parental leave up to 62 consecutive weeks beginning within 78 weeks of a child being born or a child being placed.

(g) If the child has a physical, psychological, or emotional condition parental leave can be extended by up to an additional five consecutive weeks of unpaid leave, beginning immediately after the leave taken in (e) or (f) above. The employee may be asked for a certificate from a doctor or nurse practitioner as proof of the requirement for additional leave.

(h) Where both parents are employees of the Employer, they shall each qualify for parental leave.

(i) The employee shall be responsible for pre-paying their portion of the cost (if any) of any medical or dental benefits in which the employee participates in while on maternity, adoptive or parental leave.

(j) *Sick Leave During Pregnancy*

Illness arising due to pregnancy during employment, and prior to commencing maternity leave of absence, may be applied to normal sick leave, upon request of an employee.

(k) *Vacation*

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

(l) *Return to Work*

(1) An employee who returns to work after the expiration of the maternity, adoption or parental leave shall retain the seniority accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.

(2) The employee shall be deemed to have resigned on the date upon which the leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave, or if the employee does not return to work on the date specified in the notice of return to work.

## ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY

### 23.1 Occupational Health and Safety Committee

(a) The Employer and the Union agree to establish an occupational health and safety committee, as set out in the Industrial Health and Safety Regulations of the *Workers Compensation Act*, to be comprised of two employee representatives and two employer representatives. The Union shall appoint one alternate representative.

- (b) This committee will function in accordance with the Industrial Health and Safety Regulations pursuant to the *Workers Compensation Act*.
- (c) This committee shall meet regularly at least once each month, and minutes will be kept of all committee meetings and a copy of these minutes sent to the Employer and the Union.
- (d) Employee representatives shall be compensated at the basic rate of pay for attendance at meetings of the committee.

### **23.2 Investigation of Accidents**

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

### **23.3 Transportation of Injured Employees**

The Employer shall assume the expense of transporting the employee injured on duty to the nearest physician or hospital for treatment.

## **ARTICLE 24 - ADJUSTMENT PLAN**

### **24.1 Adjustment Plan**

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

## **ARTICLE 25 - CONTRACTING OUT**

### **25.1 Contracting Out**

The Employer agrees not to contract out bargaining unit work to any outside agency which would result in the laying off of employees within the bargaining unit.

## **ARTICLE 26 - BENEFITS PLANS**

### **26.1 Enrollment**

Eligible employees may elect to enrol in any or all of the group insurance plan(s) after completing the applicable hours of work. Employees who have elected to enrol in a particular plan may withdraw at any time. An employee who has enrolled in a Plan or has withdrawn may enrol in a plan subject to carrier approval and conditions. Re-enrolment shall occur only at the sign-up opportunities in January and July.

### **26.2 Full-Time Regular Employees**

- (a) For full-time regular employees, the Employer agrees to pay 75% of the premium costs for the Life Insurance and Accidental Death and Dismemberment Plan which provides coverage at two times annual insurable earnings of those employees under age 65 and one times the annual insurable earning of those employees beyond the age of 65 and under the age of 70. Employees shall reduce to one times coverage on the date the employee attains age 65.

- (b) For full-time regular employees under the age of 65, the Employer agrees to pay 75% of the premium costs of the Long-Term Disability Plan.
- (c) For full-time regular employees, the Employer agrees to pay 75% of the premium costs of the Extended Health Benefits Plan, including a vision plan.
- (d) For full-time regular employees, the Employer agrees to pay 75% of the premium costs of the Dental Plan.
- (e) For full-time regular employees, the Employer agrees to pay 100% of the premium costs of the British Columbia Medical Services Plan (MSP). The parties recognize that MSP premiums ceased on January 1, 2020.

### **26.3 Part-Time Regular Employees**

- (a) Part-time regular employees regularly scheduled to work 20 hours or more per week may choose to participate in the Extended Health Benefits Plan.
- (b) For part-time regular employees regularly scheduled to work 20 hours or more per week, who choose the British Columbia Medical Services Plan, the Employer agrees to pay 100% of the premiums for the Plan. The parties recognize that MSP premiums ceased on January 1, 2020.
- (c) For part-time regular employees regularly scheduled to work 20 hours or more per week, who choose the Extended Health Benefits Plan, the Employer agrees to pay 50% of the premium costs of the Life Insurance and Accidental Death and Dismemberment Plan which provides \$15,000 coverage to part-time regular employees under age 65 and \$7,500 coverage to part-time regular employees age 65 or over and under the age of 70.
- (d) For part-time regular employees regularly scheduled to work 20 hours or more per week, who choose the Extended Health Benefits Plan, the Employer agrees to pay 50% of the premium costs of the Extended Health Benefits Plan, including a vision plan.
- (e) For part-time regular employees regularly scheduled to work 20 hours or more per week, who choose the Extended Health Benefits Plan, the Employer agrees to pay 50% of the premium costs of the Dental Plan.

### **26.4 Commencement of Coverage**

- (a) Coverage for the BC Medical Services Plan (MSP), Extended Health Benefits Plan, Life Insurance and Accidental Death & Dismemberment Plan, Dental Plan and the Sick Leave Plan are available to full time regular employees who have completed 487.5 hours worked. Coverage for the Long-Term Disability Plan for full-time regular employees is available after completion of 1,950 hours worked.
- (b) Coverage for either the BC Medical Services Plan (MSP), or the Extended Health Benefits Plan is available for part-time regular employees regularly scheduled to work 20 hours or more per week and who have completed 487.5 hours worked or the completion of their probationary period. Eligible part time regular employees who choose the Extended Health Benefits Plan will have available the Life Insurance and Accidental Death & Dismemberment Plan and the Dental Plan after the completion of 487.5 hours worked or the completion of their probationary period.

Part-time regular employees regularly scheduled to work 20 hours or more per week who have completed 487.5 hours worked in their regularly scheduled position are eligible for the Sick Leave Plan.

**26.5 Dental Plan Design**(a) *Benefits:*

- (1) basic treatments - 90% reimbursed
- (2) major treatments (crowns, bridges, etc.) - 50% reimbursed
- (3) annual maximum per eligible member & eligible dependants - \$1,500, effective April 1, 2012
- (4) recall exams - once every nine months

(b) *Premiums:*

- (1) based on current year provincial association Dental Fee Guide

**26.6 Plan Carriers**

The selection of the insurance carrier for any benefits to in this article is in the sole discretion of the Employer.

**ARTICLE 27 - PAYMENT OF WAGES****27.1 Rates of Pay**

- (a) All employees shall be paid by direct deposit.
- (b) Employees shall be paid in accordance with Appendix 3.

**27.2 Payment of Wages Upon Termination, Layoff or Resignation**

- (a) When an employee resigns, the Employer shall pay all wages owing to the employee within six days of the date of their resignation.
- (b) When an employee is laid off or their services are terminated, the Employer shall pay all wages owing to the employee within 48 hours, exclusive of Saturdays, Sundays or holidays.

**27.3 Substitution**

- (a) Where an employee is required by the Employer to perform the duties of a higher ranking bargaining unit position for one shift or more, such employee shall be paid the rate in the higher classification that is next above the employee's own wage rate, excluding the probationary rate.
- (b) In no circumstances shall there be pyramiding of wages and/or benefits.
- (c) If the temporary transfer is to a lower rate job and is at the request of the Employer, the employee will receive their own wage rate.
- (d) If the temporary transfer is to a lower rated job to accommodate the employee or to avoid layoff, then the employee shall be paid at the hourly rate for the lower position corresponding with their previous placement on the grid.

**27.4 Meal Allowances**

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

**27.5 Mileage**

For occasions when an employee is authorized to use their own vehicle while on the Employer's business, reimbursement of 46¢ per kilometer will be provided.

**ARTICLE 28 - JOB CLASSIFICATIONS AND WAGE RATES**

- (a) The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit set out in Appendix 3.
- (b) When the Employer establishes a new bargaining unit position, it shall provide the Union with a job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter shall be referred to arbitration.

**ARTICLE 29 - GENERAL CONDITIONS****29.1 Indemnity**

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

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

**29.2 Copies of the Collective Agreement**

The Union shall print the collective agreement in an agreed to format and shall distribute copies of the collective agreement to employees.

The Union and the Employer shall each contribute 50% to the cost of printing the collective agreement.

**29.3 Personal Property Damage**

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

**29.4 Lockup for Personal Effects**

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

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

This agreement will be for the period from July 1, 2019, up to and including to the earlier of:

- (a) Wage levelling by the Government of BC ("*the Government*") ends for employees; or
- (b) December 31, 2022.

**30.1.1**

The parties agree to amend the "*Consent Order*" BCLRB CASE NO. 2020-000023R (SECTION 38 APPLICATION) accordingly.

**30.1.2 Ratification Payment: For Wage Levelled Employees**

The Ratification Payment shall be based on 2.5% of each employee's wages for all hours worked, including paid vacation and paid statutory holidays in the 12-month period immediately preceding the effective date of wage levelling (aligned to the closest pay periods).

Any Ratification Payment would only apply to employees employed on the date of ratification and who were employed as of the official start of "*wage levelling*" (May 15, 2020).

The Ratification payment will be paid within four pay-periods of the date of ratification.

**30.2 Notice to Bargain**

Subject to Memorandum of Understanding #1 Re: Term of Agreement, this agreement may be opened to collective bargaining by either party giving written notice to the other party on or after October 31, 2022, but in any event, no later than midnight on December 31, 2022.

**30.3 Agreement to Continue in Force**

- (a) Both parties shall adhere fully to the terms of this agreement during the period of collective bargaining and until a new agreement is signed.
- (b) *No Strike or Lockout*

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

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

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

**30.5 Change in Agreement**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Grant Lawford  
National Director, Labour Relations  
Revera Canada

\_\_\_\_\_  
Ruby Driedger  
Bargaining Committee Chairperson

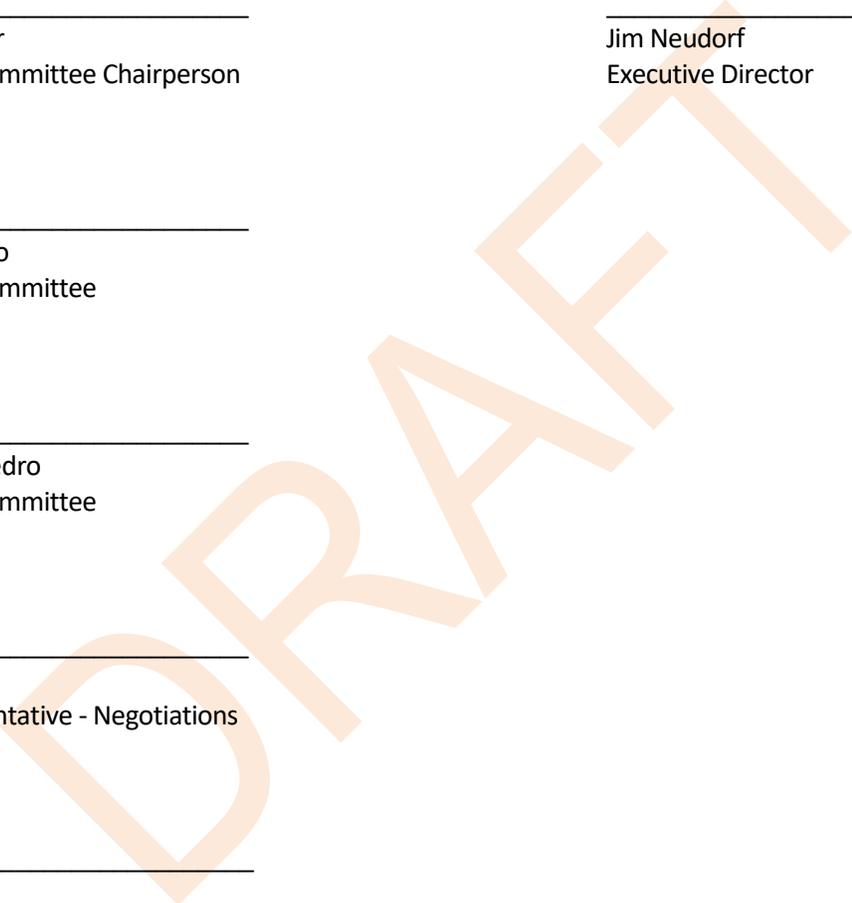
\_\_\_\_\_  
Jim Neudorf  
Executive Director

\_\_\_\_\_  
Michelle Pablo  
Bargaining Committee

\_\_\_\_\_  
Imelda San Pedro  
Bargaining Committee

\_\_\_\_\_  
Zoe Towle  
Staff Representative - Negotiations

Date: \_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING #1**  
**Re: Term of Agreement**

**1. If the Government of BC (“the Government”) ends wage levelling before December 31, 2022:**

(a) The parties agree to meet and conclude negotiations within sixty (60) days. When meeting to renegotiate the collective agreement, the parties will restrict the scope of bargaining to wages only. Wage levelled rates will continue during these negotiations. Any agreed-to wage increases will be net the wages paid under the wage levelling rate continuation.

(b) The term of the new collective agreement will be one year unless the parties agree otherwise.

(c) Notice to bargain will be served by either party by giving written notice to the other party when they receive notice from the Government that wage levelling will end. Effort will be made to give notice at least 60 days in advance, when that much notice is given by the Government.

**2. If this collective agreement expires on December 31, 2022:**

(a) Notice to bargain will be served by either party giving written notice to the other party in accordance with Article 30.

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

The following articles of the collective agreement shall apply to casual employees;

- (1) Preamble
- (2) Bargaining Agent Recognition
- (3) Union Security
- (4) Union Dues
- (5) Employer/Union Acquaint New Employees
- (6) Management Rights
- (7) Employer-Union Relations
- (8) Grievance Procedure
- (9) Arbitration
- (10) Discipline and Dismissal
- (12) Vacancy Posting
- (14) Hours of Work (with exception of 14.2(a) 14.3(a) (c) & (d))
- (15) Education
- (16) Uniform Allowance
- (17) Paid Holidays (with exception of 4)
- (18) Overtime
- (19) Vacation
- (23) Occupational Health and Safety
- (24) Adjustment Plan
- (27) Payment of Wages
- (28) Job Classifications and Wage Rates
- (29) General Conditions

(30) Duration of Agreement

### **Appendices**

Appendix 1 - Casual Employees

Appendix 2 - Casual Employee Call-in

Appendix 3 - Wage Rates

The following articles do not apply to casual employees;

- (11) Seniority (except as it relates to casual employee lists)
  - (13) Layoff and Recall
  - (20) Sick Leave - Subject to the provisions of the Employment Standards Act
  - (21) Leaves of Absence
  - (22) Maternity, Adoption and Parental Leave
  - (25) Contracting Out
  - (26) Benefits Plan
- Appendix 4 - Registered Retirement Savings Plan (RRSP)

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

#### *Vacation*

Casual employees shall be paid 6%, or 8% or 10.4% (as applicable based on accumulated hours worked as set out in Clause 19.1[b]), of gross pay on each paycheque in lieu of paid vacation.

#### *Holiday Pay*

Casual employees shall be paid holiday pay in accordance with Clause 17.7 of the collective agreement.

## **APPENDIX 2 Casual Employees Call-in**

### **Casual Employees Call-in**

(a) The Employer shall call casual employees and part-time employees for scheduled work and non scheduled work in seniority order.

If the senior employee on the call-in list is already scheduled for a shorter shift, they will be offered the longer shift. If they accept the longer shift their original scheduled hours will be offered to the most senior person on the call-in list who is not already scheduled to work.

Casual employees and part-time employees shall be entitled to register for work in their primary position. In addition to work in their primary position, those casual employees and part-time employees who have completed the 487.5 hours probationary period shall, once annually, have the opportunity to register for available extra work in one secondary position for which the employee possesses necessary qualifications when the work opportunity arises.

For hours worked in a lower-paid secondary position, the employee's rate of pay is based on the same length of service step attained by the employee in the primary position.

For hours worked in a higher-paid secondary position, the employee's rate of pay is based on the length of service step in the secondary position which provides the least increase above the rate of pay attained by the employee in the primary position.

- (b) A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present incumbent.
- (c) The manner in which casual and/or part-time employees shall be called to work shall be as follows:
  - (1) One call shall be of eight rings duration. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute, the Union shall have access to the log books.
  - (2) In the event the casual employee uses a telephone answering machine, voice mail or a pager, the Employer is obligated to leave a message to return the phone call within five minutes. If the employee does not return the call within that five minutes, the Employer may proceed as if they were unable to make contact with the employee.
- (d) Casual employees and part-time employees registered for casual work shall notify the Employer two consecutive pay periods in advance of the dates and times they will be available to work in the upcoming four pay periods.

The Employer shall be obliged to call a casual and/or part-time employee only for those days on which the employee is available.

Casual employees and part-time employees who are registered for casual work shall notify the Employer of the times of unavailability due to sickness or vacation, during which time Subsection (c) does not apply.

- (e) Casual employees who are successful in competition for a regular position shall be subject to a probationary period as outlined in the collective agreement.
- (f) Casual and part-time employees who are called in by the Employer and report for work shall be paid a minimum of four hours at the applicable rate of pay.
- (g) Casual employees have the right of refusal on two calls during a pay period. Casual employees who refuse five calls in six consecutive pay periods will be terminated. A casual employee who does not accept or is not available for shifts for a period of two consecutive months shall be deemed terminated, unless they have a valid reason for not working or not being available.

(h) *Part-Time/Casual Shifts*

- (1) The Employer agrees to include part-time employees and employees on recall, if requested, on the casual call-in list according to seniority hours, subject to the terms and conditions listed in Appendix 1. The casual call-in list shall be revised and updated every two months.
- (2) Where a block of four or more shifts become available, it shall be offered to part-time employees within the department in accordance with their seniority, provided that they do not have scheduled shifts that would conflict with the block. In the event the available block can be scheduled seven days in advance, then the senior part-time employee shall be offered the block, notwithstanding the posted schedule. Where a block is available outside the posted schedule, the

Employer will offer the block of shifts based on seniority, and will create the new schedule to reflect the change.

(3) Notwithstanding (h)(2), please note that the most senior employee who accepts the block as described in the paragraph above, shall have their schedule changed. One further change will be allowed. No further schedule changes beyond the two shall be made and any shifts left vacant by the assignment of the senior part-time employee shall be filled through the regular call-in procedure.

(4) Where less than four shifts are available for assignment, they shall be offered to those employees on the departmental call-in list in order of seniority.

(5) The departments shall be defined as Housekeeping Department, Food Services Department, Building Services Department, Recreational Services Department, Marketing Department, Administration Department and Wellness Department.

(i) Probationary employees shall have their hours worked at straight-time pay for the purposes of call-in for casual hours.

### Casual Probationary Period

(a) Casual employees shall serve a probationary period of 487.5 hours worked. During the probationary period, casual employees may be discharged at the sole discretion of the Employer.

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

(c) Where a casual employee who has completed probation is reclassified to a full-time or part-time employee, such employee shall not be required to serve another probationary period, but will be required to complete the trial period.

### APPENDIX 3 Classification and Wage Grid

Position	Level	July 1/13	July 1/14	July 1/15	July 1/16	July 1/17	July 1/18
		2.25%	2%	2.50%	3%	2%	2%
Personal Care Aide	<i>Start:</i>				18.66	19.03	19.41
	<i>After 487.5 hrs worked:</i>				20.09	20.49	20.90
	<i>After 1,950 hrs worked:</i>				20.85	21.27	21.69
	<i>After 3,900 hrs worked:</i>				21.59	22.02	22.46
*Licensed Practical Nurse	<i>Start:</i>				24.53	25.02	25.52
	<i>After 487.5 hrs worked:</i>				26.11	26.63	27.16
	<i>After 1,950 hrs worked:</i>				26.94	27.48	28.03
	<i>After 3,900 hrs worked:</i>				27.78	28.34	28.90
Recreation Assistant*	<i>Start:</i>				16.64	16.97	17.31
	<i>After 487.5 hrs worked:</i>				18.11	18.47	18.84
	<i>After 1,950 hrs worked:</i>				18.89	19.27	19.65
	<i>After 3,900 hrs worked:</i>				19.64	20.03	20.43
Housekeeper	<i>Start:</i>				15.73	16.04	16.37

Position	Level	July 1/13	July 1/14	July 1/15	July 1/16	July 1/17	July 1/18
		2.25%	2%	2.50%	3%	2%	2%
Food Service Assistant Receptionist	After 487.5 hrs worked:				17.12	17.46	17.81
	After 1,950 hrs worked:				17.85	18.21	18.57
	After 3,900 hrs worked:					18.94	19.32
Night Houseperson	Start:	16.23	16.55	16.97	17.48	17.83	18.19
	After 487.5 hrs worked:					19.25	19.63
	After 1,950 hrs worked:				19.59	19.98	20.38
	After 3,900 hrs worked:				20.33	20.74	21.15
Building Services Assistant	Start:				17.36	17.71	18.06
	After 487.5 hrs worked:				18.74	19.11	19.50
	After 1,950 hrs worked:				19.47	19.86	20.26
	After 3,900 hrs worked:				20.2	20.60	21.02
Cook (with trade certificate)	Start:				21.00	21.42	21.85
	After 487.5 hrs worked:				22.55	23.00	23.46
	After 1,950 hrs worked:				23.35	23.82	24.29
	After 3,900 hrs worked:				24.18	24.66	25.16

**APPENDIX 4**  
**Registered Retirement Savings Plan (RRSP)**  
**Effective June 1, 2006**

1. The Employer shall establish and provide a Registered Retirement Savings Plan, which shall be a defined contribution plan. Eligible employees shall have the option of participating in the Plan.
  2. All full-time and part-time employees, upon the completion of six calendar months of employment, shall be eligible to participate.
  3. Each participating employee shall contribute 1% of regular earnings to the Plan. The Employer shall contribute 1% of the participating employee's regular earnings to the Plan.
- Effective June 1, 2006, participating employees may make additional voluntary contributions over and above 1%, in whole increments of 1%, to a maximum of 3% of the participating employee's regular earnings. These voluntary employee contributions are not matched by the Employer.
4. Employees wishing to participate may do so by completing the appropriate forms, advising the Employer of their desire to participate and the percentage amount they wish to contribute.
  5. Details of the Plan shall be outlined in the Plan document.

**APPENDIX 5**  
**Life/EHC/MSP/Dental and AD&D Benefit Details**

*This appendix is intended to outline in more detail the benefit entitlements under Article 26, all benefits contained herein are obligations the Employer has to employee's at Fleetwood Villa. The Employer may change benefit carriers from time to time.*

**1. BENEFIT ELIGIBILITY**

- Full-time employees are eligible for all benefits.
- Part-time employees regularly scheduled to work 20 or more hours per week are eligible for Life, AD&D, Extended Health Care and Dental benefits, OR, the BC Medical Services Plan (MSP).
- Part-time employees regularly scheduled to work 20 or more hours per week are eligible for Weekly Indemnity Benefits.

**2. LIFE INSURANCE - MANULIFE POLICY #38950**

- Employees are eligible for Life Insurance after 487.5 straight-time hours worked.
- Full-time employees are covered for two times their annual earnings.
- Part-time employees are covered for \$15,000.
- The Life Insurance benefit reduces to \$7,500 at age 65.
- Life Insurance ceases at the earlier of termination of employment, retirement or age 70.

**3. ACCIDENTAL DEATH & DISMEMBERMENT - MANULIFE POLICY #38950**

- Employees are eligible for AD&D benefits after 487.5 straight-time hours worked.
- Full-time employees are covered for two times their annual earnings.
- Part-time employees are covered for \$15,000.
- The AD&D benefit coverage reduces to \$7,500 at age 65.
- The AD&D benefit coverage ceases at the earlier of termination of employment, retirement or age 70.

**4. EXTENDED HEALTH CARE PLAN - MANULIFE POLICY #85776**

- Employees are eligible for Extended Health Care benefits after completion of 487.5 straight-time hours worked.
- Employees will be reimbursed for 100% of eligible expenses submitted.
- The following eligible expenses are included:
  - (i) Drugs that legally require a prescription. (Mandatory generic substitution unless indicated in writing by a physician "*no substitutions*")
  - (ii) A drug card will be provided to each employee.
  - (iii) Vision care of \$250 every 24 months. \*\*\$225 effective January 1, 2019; \*\*\$250 Effective October 1, 2019
  - (iv) Eye examinations at \$50 per year.
  - (v) Hearing aids at \$1000 every three consecutive years.
  - (vi) Paramedical practitioners, including chiropractor, osteopath, naturopath, podiatrist, physiotherapist, massage therapist, speech therapist, are covered at \$50 per visit to a maximum of \$700 per year.

(vii) Psychologist is payable at \$20 per half-hour for individual psychotherapy and testing, \$25 per half-hour for family therapy, \$10 per hour for group therapy and \$20 for all other visits to a maximum of \$1000 per year.

(viii) Custom built orthopedic shoes, reduced by the cost of ordinary shoes, to a maximum of \$400 every 24 months.

(ix) Orthotics to a maximum of \$400 per year.

(x) Rental or purchase of medical equipment if recommended by a physician and approved by the insurer, including wheel chair, crutches, traction appliance, ileostomy or colostomy kit.

(xi) Private duty nursing when medically required to a lifetime maximum of 365 service days.

(xii) Out of country emergency to a lifetime maximum of \$1,000,000.

(xiii) Manu-assist emergency medical travel assistance benefit.

- The extended health benefit coverage ceases at the earlier of termination of employment, retirement or age 70.

#### **5. DENTAL - MANULIFE POLICY #85777**

- Employees are eligible for Dental benefits after completion of 487.5 straight-time hours worked.
- Expenses will be reimbursed based on the British Columbia Dental Association (BCDA) current suggested fee guide.
- 90% reimbursement for Basic services (maintenance check-ups every nine months, fillings, oral surgery, endodontics, periodontics and denture repairs).
- 50% reimbursement for Major services (crowns, bridges, dentures).
- Expenses will be reimbursed to a maximum of \$1,500 per year.
- The Dental benefit coverage ceases at the earlier of termination of employment, retirement or age 70.

#### **6. WEEKLY INDEMNITY - MANULIFE POLICY #85775**

- Employees are eligible for Weekly Indemnity benefits after completion of 487.5 straight-time hours worked.
- If an employee becomes disabled, is unable to work and is being attended by a physician as the result of injury or illness, the employee is eligible to receive 66.7% of the first \$600 of their weekly earnings, plus 50% of any regular weekly earnings in excess of \$600, to a maximum weekly benefit of \$920.
- The Weekly Indemnity benefit will be paid from the 1<sup>st</sup> day of accident or hospitalization, or the 8<sup>th</sup> day of illness.
- Payment will be continued for a total of 17 weeks, while you remain disabled.

(e) The Weekly Indemnity benefit coverage ceases at the earlier of termination of employment, retirement or age 70.

**7. LONG-TERM DISABILITY - MANULIFE POLICY #39450**

(a) Employees are eligible for Long-Term Disability benefits after completion of 1950 straight-time hours worked.

(b) If an employee becomes disabled, is unable to work and is being attended by a physician as the result of injury or illness, the employee is eligible to receive 60% of the first \$2,250 of their monthly earnings, plus 50% of any earnings in excess of \$2,250 to a maximum of \$4,000.

(c) The Long-Term Disability benefit will be paid following a 17 week elimination period of total disability. The benefit will continue to be paid as long as the employee is unable to perform their own occupation and is being attended by a physician for two years. After two years your benefit will continue to be paid as long as you are unable to perform any occupation and are being attended by a physician until age 65.

(d) The Long-Term Disability benefit coverage ceases at the earlier of termination of employment, retirement or age 65 less the qualifying period.

**8. BENEFIT COST SHARING BETWEEN EMPLOYER AND EMPLOYEE**

(a) *Full-time employees:*

(1) The Employer pays 75% of the biweekly premium for Life Insurance, Accidental Death & Dismemberment, Extended Health Care, Dental, Weekly Indemnity and Long-Term Disability.

(2) The Employer pays 100% of the cost of BC Medical Services Plan.

(b) *Part-time employees who are regularly scheduled to work 20 or more hours per week:*

(1) The Employer pays 50% of the biweekly premium for Weekly Indemnity.

(2) Depending on your benefit election:

A. The Employer pays 50% of the biweekly premium for Life Insurance, Accidental Death & Dismemberment, Extended Health Care and Dental;

OR

B. The Employer pays 100% of the cost of BC Medical Services Plan.

**LETTER OF UNDERSTANDING 1  
On Call Provisions**

The Employer and the Union agree that should the Employer require on call employees, the parties shall meet to discuss on call provisions. Should the parties not agree to on call provisions, the matter will be referred to arbitration by either party, within 30 days.

**LETTER OF UNDERSTANDING 2**  
**Licensed Practical Nurses and Recognition of Prior Experience**

For purposes of establishing the starting rate of pay for a newly-hired Licensed Practical Nurse, the parties agree that the Employer may recognize an applicant's appropriately documented recent prior accumulated experience, provided that such experience is current and there has not been a lapse of more than three years since the applicant's most recent employment as a Licensed Practical Nurse. Where the Employer, at its discretion, recognizes an applicant's prior experience, the applicant may be placed on the published wage grid at a rate of pay higher than the prevailing start rate.

**LETTER OF UNDERSTANDING 3**  
**Article 12 - Vacancy Posting**

When the status of a position is permanently changed that affects the benefits entitlement of the position, the position will be posted.

moveUp  
04043122D

DRAFT