

**COLLECTIVE AGREEMENT**

**between the**

**SIENNA LIVING AT MAYFAIR TERRACE**

**and the**

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

**Effective from May 1, 2019 to September 30, 2023**

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**DEFINITIONS**

For the purpose of this agreement:

1. "*Casual employee*" is one who is employed for relief purposes or for work which is not scheduled on a regular basis, such as, but not limited to:

- (a) paid leave relief;
- (b) unpaid leave relief;
- (c) temporary increase of workload.

A casual employee is only entitled to the benefits set out in Article 31 - Casual Employees.

2. "*Employer*" means Amica at Mayfair.

3. "*Day of Rest*" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include the days the employee is on leave of absence.

4. "*Dependant*" an employee's spouse, legal or common-law, of same or opposite sex; an unmarried person who is your natural child; or an adopted child, stepchild, foster child, or a child of a common-law spouse, who resides with you and is dependent on you for support and who is younger than 22 years of age; or 22 years but younger than 25 years of age, and in full-time attendance at an accredited institute of learning, and dependent on you for support; or 22 years or older and incapable of self-sustaining employment due to a mental or physical handicap. Such child's coverage will be continued under the Contract, provided the child was covered under the Contract as a dependant on the day prior to their 22<sup>nd</sup> birthday and remains dependent on you for support.

5. "*Holiday*" means the 24-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.

6. "*Leave of Absence with Pay*" means to be absent from duty with permission and with pay.

7. "*Leave of Absence Without Pay*" means to be absent from duty with permission but without pay.

8. "*Regular full-time employee*" means an employee who is appointed to a regularly scheduled position and is regularly scheduled to work full-time 37 ½ hours per week on a continuing basis. A regular full-time employee is entitled to all of the benefits outlined in the agreement, except where otherwise specified.

9. "*Regular part-time employee*" means an employee appointed to a regularly scheduled position of less than 37 ½ hours per week. A regular part-time employee is entitled to all benefits outlined in the agreement on a pro rata basis, except where otherwise specified.

10. "*Union*" means the B.C. General Employees' Union (BCGEU).

11. "*Continuous service*" means uninterrupted employment with the Employer measured from the date of hire and includes employment with the Employer prior to certification or recognition of the Union, subject to the provisions of Clause 11.5 Accrual and Loss of Seniority.

12. "*STIIP*" means Short Term Illness and Injury Plan.

## ARTICLE 1 - PURPOSE OF AGREEMENT

### 1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union, and to promote a healthy working relationship between the parties. The Union and Employer recognize the quality of services provided at Mayfair Terrace is related to an effective working relationship between the parties.

### 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;
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be referred to mediation/arbitration for resolution. A decision of an arbitrator pursuant to this clause will remain in effect during the term of this agreement.

### 1.3 Conflict with Regulations

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

### 1.4 Use of Singular Terms

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

### 1.5 Sexual Harassment and Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment and harassment. An employee allegedly being sexually harassed and/or harassed shall register the complaint in writing, no later than six months of the latest alleged occurrence either directly to the General Manager, or through the Union. Management and the Union shall deal with the complaint with all possible confidentiality.

Management shall investigate the allegation of sexual harassment or harassment in an expeditious manner, and issue a report no later than 21 calendar days after receiving the complaint and, if substantiated, take action appropriate to the offence. Where a party is not satisfied with this action or the complaint is not resolved, a grievance may be submitted at Step 2 of the grievance procedure.

The Employer shall notify the Union within seven calendar days of issuing the report, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

The parties may amend time limits by mutual agreement and for exceptional circumstances.

The parties agree that substantiated cases of sexual harassment shall be cause for discipline, up to and including dismissal.

Allegations of sexual harassment or harassment which are found to be in bad faith shall be cause for discipline, up to and including dismissal.

(a) "*Sexual harassment*" is a form of harassment (on the basis of sex or sexual orientation) that is prohibited by the BC *Human Rights Code*. Sexual harassment means engaging in conduct or behaviour of a sexual nature by a person who knows or should reasonably know, that the conduct or behaviour is unwelcome and shall include, but not limited to:

- (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (2) sexual advances with actual or implied work related consequences;
- (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;
- (4) verbal abuse, intimidation, or threats of a sexual nature;
- (5) leering, staring or making sexual gestures;
- (6) display of pornographic or other sexual materials, offensive pictures, graffiti, cartoons or sayings;
- (7) unwanted physical contact such as touching, patting, pinching, hugging.

(b) "*Harassment*" is a form of discrimination prohibited under the BC *Human Rights Code*. Harassment occurs when a person or group is subjected to unwelcome comments or behaviour that is insulting or demeaning, or is otherwise offensive, by an employee, management, or resident on any of the prohibited grounds of discrimination under the BC *Human Rights Code* including: Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person. For behaviour to be defined as harassment, it would have to be considered by a "*reasonable person*" to be offensive.

(c) Nothing in Clause 1.6 (Personal Harassment) limits the exercise of the Employer's managerial and supervisory rights and responsibilities as provided for in Article 6 - Employer's Rights of this collective agreement.

## **1.6 Personal Harassment**

(a) Personal harassment is behaviour that is unacceptable in the work environment. Personal harassment is unwelcome behaviour that would be considered by a reasonable person to be offensive. Examples of personal harassment include:

- (1) hostile, intimidating, or threatening behaviour;
- (2) demeaning, insulting, excessively critical or disrespectful comments, actions or gestures;
- (3) ignoring behaviour and deliberate exclusion;
- (4) bullying behaviour;
- (5) unwanted physical contact (pushing, punching, slapping, touching);
- (6) loud, angry outbursts or expressions of anger directed at an individual or group;
- (7) creation of a hostile environment; and

- (8) any behaviour that a reasonable person would consider offensive in the work environment.
- (b) Complaints of personal harassment shall be made, in writing, within 90 calendar days of the alleged latest occurrence to the appropriate supervisor or manager not involved in the matter.
- (c) Complaints will be investigated and dealt with in an expeditious and appropriate manner.
- (d) If a complaint is not resolved within 21 calendar days of the complaint being made, the matter may be filed through the grievance procedure of Article 8 - Grievance Procedure.
- (e) The parties may amend time limits by mutual agreement and for exceptional circumstances.

### **1.7 Human Rights Code**

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

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

- (a) The bargaining unit shall include all employees at and from 2267 Kelly Avenue, Port Coquitlam, B.C. except persons in positions deemed excluded:
- (1) by mutual agreement between the parties; or
  - (2) by virtue of a decision by the Labour Relations Board of British Columbia.
- (b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.
- (c) If no agreement is reached within 30 days of the notification either party may refer the matter to the Labour Relations Board for final and binding determination.

### **2.2 Bargaining Agent Recognition**

The Employer recognizes the BCGEU as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board applies.

### **2.3 No Other Agreement**

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

### **2.4 Representation**

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

### **2.5 Correspondence**

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

(b) The Employer agrees that a copy of any correspondence sent by the Employer to an employee in the bargaining unit covered by this agreement pertaining to the interpretation of any clause in this agreement, shall be forwarded to the President of the Union or their designate.

## **2.6 Union Representatives**

(a) The Employer agrees that access to its premises will be granted to a union staff representative or authorized designate when dealing or negotiating with the Employer, or for the purpose of investigating and assisting in the settlement of a grievance.

(b) When access is required for such purposes as set out in (a), the union representative, or authorized alternate, shall provide reasonable notice to the General Manager or their designate in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Visits will be scheduled at a mutually agreeable time with consideration for operational requirements.

(c) Any investigation as set out in (a) must not result in any disruption to the Employer's operation or affairs, and it must not result in any employees neglecting their work duties and responsibilities.

## **2.7 No Discrimination**

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

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

The Employer recognizes the Union's right to select three stewards to represent employees. The number of shop stewards may be changed by written mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and the bargaining committee chairperson. The Union agrees to advise the Employer in writing of any change of steward as soon as possible.

Subject to operational requirements, a steward shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Such permission shall not be unreasonably withheld. Leave for this purpose shall be without loss of pay. On resuming their normal duties, the steward shall notify their supervisor.

Duties of the steward are:

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

A shop steward entering another work area on union business must first notify the immediate supervisor of that area.

When a shop steward is the only employee on duty in a department or where their absence would require the Employer to call in another employee or assign another employee to a higher rated position, the shop steward may be refused leave of absence to transact union business. When such leave is refused, other time will be made available to ensure the union business is transacted.

## **2.9 Bulletin Boards**

The Employer shall provide one bulletin board for the exclusive use of the Union, the site to be determined by mutual agreement at the local level. The use of such bulletin board shall be restricted to the business affairs of the Union.

## **2.10 Badges, Insignias and Union Shop Cards**

(a) A union member shall have the right to wear a union pin or badge displaying the recognized insignia of the Union. The Union agrees to furnish to the Employer union shop cards for the Employer's places of operation, to be displayed on the premises at a mutually agreed location. Such cards will remain the property of the Union and shall be surrendered upon demand.

(b) The recognized insignia of the Union shall include the designation "BCGEU".

## **2.11 Membership Information**

(a) The Employer agrees to provide to the Union twice a year by the first of January and July, a list of all union members, their current job classification, employee status and addresses known to the Employer as well as a list of those employees who have ceased employment along with the reason they are no longer an employee such as termination, resignation, etc.

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

(c) This article does not oblige the Employer to provide to the Union, confidential information regarding its business plans, finances or corporate structure.

(d) As an alternative to providing a written list, the above noted lists may be supplied to the Union via email or fax. Where the information is not supplied through the foregoing methods, the Employer shall supply the requested information on hard copy.

## **2.12 Right to Refuse to Cross Legal Picket Lines**

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

(b) 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.

## **2.13 Unpaid Leave - Union Business**

(a) Subject to operational requirements, leave of absence without pay and without loss of seniority shall be granted with 14 calendar days written notice for the purposes listed below:

(1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated; or

(2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area; or

- (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC, provided the dispute involves the Employer; or
- (4) for an employee elected to the position of President or Treasurer of the B.C. General Employees' Union for a period of three years;
- (5) to two employees plus alternate who are representing the Union to carry on negotiations with the Employer.

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

The Union agrees to reimburse the Employer within one month of receipt of billing from the Employer. Such leave shall not be unreasonably withheld.

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

#### **3.1 Union Membership**

Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not a member of the Union prior to the date of certification, shall have the option of applying for membership in the Union which membership they shall maintain. Employees hired after the date of certification are required to become members of the Union as a condition of employment.

#### **3.2 Employees Prior to Certification**

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

#### **3.3 Bargaining Unit Work**

It is agreed, as a general rule, that bargaining unit work will not be performed by excluded personnel.

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

(a) The Employer shall, as a condition of employment, deduct from the earnings of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. The Union agrees to advise the Employer in writing of the amount of its regular monthly dues and the President of the Union will give 30 calendar days notice to the Employer in writing of any changes in the amount of dues to be deducted.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than 28 calendar days following the end of the month in which the deduction was made. The Employer shall also provide a list of names with payroll/employee number, of those employees from whose earnings such deductions have been made together with:

- (1) the amounts deducted from each employee;
  - (2) gross pay for the pay period.
- (e) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's earnings the amount of the regular monthly dues and/or assessments payable to the Union by a member of the Union.
- (f) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of dues paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.
- (g) From the date of signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except by mutual agreement of the parties to this agreement.

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

The Employer agrees to inform new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and department of their steward. Where possible, the employee's immediate supervisor will introduce them to their steward who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to meet each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 calendar days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's obligations to the Employer and the Union.

The time away is to be approved by the stewards and the new employee's supervisor prior to the meeting.

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

- (a) The Union agrees that the management, operation, and the direction of the workforce, including, but not limited to, hiring, firing, promotion, demotion, classification, re-classification, evaluation, discipline and scheduling of employees, is vested solely with the Employer unless the agreement otherwise specifies. All rights and functions of the Employer shall be retained unless modified by the collective agreement.
- (b) The Employer may conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline, and efficiency, except as this agreement otherwise specifies.
- (c) The Employer may make, alter from time to time, and enforce policies, procedures and reasonable rules of conduct to be observed by the employees, except that such rules of conduct shall not be in breach of this agreement.

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

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

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the

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

## **7.2 Union Representatives**

(a) The Employer agrees that access to its premises will be granted to a union staff representative, elected officers, or alternate when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance. Any investigation must not result in disruption to the Employer's operation or affairs, and it must not result in employees neglecting their work duties and responsibilities.

(b) The Union representative shall provide reasonable notice to the Employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

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

## **7.3 Technical Information**

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

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

The Union may request other information it requires from the Employer.

## **7.4 Lockup for Personal Effects**

In the event of emergency, the Employer may enter the locker in the presence of the shop steward. Within seven days of termination, if an employee has not already cleared the locker, that employee may assign in writing a co-worker to clear the locker. At the expiration of seven days, if the locker has not been cleared the Employer may enter the locker in the presence of the shop steward.

## **7.5 Employee Attendance at Staff Meetings**

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

(b) Employees shall be entitled to claim overtime pay for such attendance as (a) above where time spent in the meeting results in the employees working more than their regularly scheduled shift or more hours than their regularly scheduled workweek in accordance with Article 15 - Overtime.

## **7.6 Labour/Management Committee**

(a) There shall be established a labour/management committee composed of two union representatives and two employer representatives. The purpose of the Labour-Management

Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity. This Committee may call upon additional personnel for technical information or advice provided that there is no cost incurred for such advice or information.

(b) The Committee shall meet at least once every 60 days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee. Every effort will be made to schedule meetings within regular working hours. In the event meetings cannot be scheduled within regular working hours, it is understood that no overtime pay will apply to hours spent in labour management meetings. The Union representatives will be credited with earned time off to be taken at a mutually agreed time. Requests shall not be unreasonably withheld.

(c) An employer representative and union representative shall alternate presiding over meetings. Minutes of committee meetings shall be transcribed by the alternating chair and will be distributed to committee members following approval by the Union co-chair and the employer co-chair. A copy of the Labour Management Committee meeting minutes will also be provided to the Union staff representative.

(d) This Committee shall not have jurisdiction over wages or any other matter of collective bargaining including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer and shall not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their decisions.

(e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters other than grievances relating to the maintenance of good relations between parties; and
- (2) correcting conditions causing potential grievances and misunderstanding.
- (3) dealing with matters referred to in this agreement.

## **7.7 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 negotiate an agreement.

## **7.8 Service**

- (a) No employee who is under the legal age shall serve liquor.
- (b) No employee who is involved in the serving of liquor shall knowingly sell or serve liquor in the Employer's premises to any person who is under the legal age or who in the reasonable opinion of the employee is in an unfit condition for further service. Where, after asking the person to produce suitable identification and proof of age or notifying the person that they are in an unfit condition for further service, an employee who is in doubt as to age or condition may refuse service.
- (c) If an employee is directed by a person designated by the Employer to serve a person as described in (b) above, the Employer shall accept and bear the full responsibility and shall pay any fines or penalties incurred by the employee as a consequence of such service.

## 7.9 Employer Liability for Damage

Upon presentation of a written "*bona fide*" claim by an employee within 30 days of the occurrence, the Employer shall compensate the employee for the replacement cost of, or repair of, any wearing apparel, false teeth, eye glasses, contact lenses or hearing aids, damaged or destroyed, as a consequence of the employee's participation in the enforcement of house rules, policy and/or Liquor Control Board Regulations. The Employer will be reimbursed by the employee under this section if compensation is provided by WSBC, private insurance or otherwise. Employees who have the applicable insurance coverage, are required to make application for same within seven days of loss or damage of said items.

The Employer will only be responsible for providing replacement or repair of items of similar make or quality or type.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### 8.1 Grievance Procedure

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

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

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

Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or the Union staff representative.

### 8.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor or employer designate within 21 calendar days of when they is aware of the alleged violation. The aggrieved employee shall have the right to have a steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing, through the Union steward, at Step 2.

### 8.3 Time Limits to Present Initial Grievance

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

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

### 8.4 Step 2

- (a) Subject to the time limits in Clause 8.3 (Time Limits to Present Initial Grievance), the employee may present a grievance at this level by:

- (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
  - (3) transmitting this grievance to the General Manager through the Union steward.
- (b) The General Manager or their designate shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

### **8.5 Step 2 Meeting**

The representative designated by the Employer to handle grievances at Step 2 and the steward shall meet in an attempt to resolve the issues within 14 calendar days of the written grievance being presented. The General Manager or their designate may include a supervisor and/or another member of management in the discussions; and the steward may include another steward, a union staff representative, and/or the grievor, at their discretion. This meeting may be waived by mutual agreement.

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

The Employer shall reply in writing to an employee's grievance within 21 calendar days of receiving the grievance at Step 2.

### **8.7 Step 3**

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

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

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

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within 21 calendar days of receipt of the grievance at Step 3.

### **8.9 Settlement Officer**

- (a) The parties agree that prior to submitting a grievance to arbitration, the use of a settlement officer as outlined in Section 87 of the *Labour Relations Code* shall be considered. If the parties agree to the use of a settlement officer, the timelines to file at arbitration shall be deemed to be extended until 21 days after the settlement conference has occurred.
- (b) Either party may serve notice in writing to cancel a referral to a settlement officer at which time either party may refer the matter to arbitration within 21 days of the written notice.
- (c) Any costs associated with the use of a settlement officer shall be shared equally by the parties.

### **8.10 Time Limits to Submit to Arbitration**

Failing satisfactory settlement of a grievance at Step 3, and pursuant to Article 9 - Arbitration, the President or their designate may submit the dispute to arbitration within:

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

**8.11 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal the grievance may be filed directly at arbitration within 21 calendar days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension the grievance may commence at Step 3 of the grievance procedure within 21 calendar days of the employee receiving notice of suspension.

**8.12 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, whether directly or indirectly, with the aggrieved employee without the consent of the Union.
- (b) 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.

**8.13 Technical Objections to Grievances**

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

**8.14 Amending Time Limits**

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

**8.15 Policy Grievances**

- (a) Where either party to this agreement disputes the application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the employer designate or the Union within 30 calendar days of either party becoming aware of the policy dispute.
- (b) Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 - Arbitration of this agreement within 21 calendar days unless otherwise mutually agreed.

**8.16 Failure to Observe Time Limit**

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

**8.17 Investigator**

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any questions as to whether a matter is arbitrable, during the term of the collective agreement, an investigator 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 calendar days of the date of receipt of the request and for those five calendar days from that date, time does not run in respect of the grievance procedure.

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

## ARTICLE 9 - ARBITRATION

### 9.1 Notification

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 8 - Grievance Procedure, notify the other party in writing within 21 calendar days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

### 9.2 Appointment of a Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the parties shall have 14 calendar days to agree on a single arbitrator. Failing such agreement, either party may request that a single arbitrator be appointed pursuant to the *Labour Relations Code* of British Columbia.

### 9.3 Binding Decision

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

### 9.4 Jurisdiction of the Arbitrator

The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

### 9.5 Cost of Arbitrator

The Union and the Employer shall bear equally the fees and expenses of the Arbitrator.

### 9.6 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify their decision. The Arbitrator shall make every effort to provide written clarification within seven calendar days of receipt of the application. This procedure shall be used for clarification purposes only and not to introduce new issues.

### 9.7 Amending Time Limits

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

### 9.8 Expedited Mediation/Arbitration Process

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

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

- (a) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) As the process is intended to be informal and non-legal, outside lawyers will not be used to represent either party;
- (c) Prior to rendering a decision the Arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, the Arbitrator's decision shall be brief and to the point;
- (d) The location of the hearing will be agreed to mutually by the parties;
- (e) The Arbitrator shall hear the grievances and shall render a decision within seven calendar days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- (f) 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;
- (g) All settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (h) The parties shall equally share the costs of the fees and expenses of the Arbitrator;
- (i) The expedited Arbitrator, who shall act as a sole arbitrator, shall be mutually agreed to by the parties.

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

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 Burden of Proof

In all cases of discipline and dismissal, except in the case of a probationary employee, the burden of just cause shall rest with the Employer. All such cases may be grieved by the employee under Article 8 - Grievance Procedure.

- (a) *Burden of Proof* - The Employer may dismiss, suspend, or discipline for just and reasonable cause any employee who has completed their probationary period.
- (b) *Probationary Period* - If the Employer 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. The probationary period may be extended by mutual agreement between the Employer and the Union.

### 10.2 Procedure

In the event that the Employer initiates disciplinary action against an employee which may result in their suspension or discharge the procedure outlined herein shall be followed.

### 10.3 Dismissal or Suspension

All dismissals and suspension will be subject to formal grievance procedure under Article 8 - Grievance Procedure. The Employer may dismiss or suspend for just cause any employee who has completed their probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension and an employee shall have the right to have a steward present providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice

shall be forwarded to the President of the Union or the designated staff representative within five working days.

#### **10.4 Right to Grieve Disciplinary Action**

(a) Disciplinary action grievable by the employee shall include:

- (1) written censures;
- (2) letters of reprimand;
- (3) adverse reports; or
- (4) adverse employee appraisals

An employee shall be given a copy of any such document placed on the employee's file. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of their personnel record.

(b) Any such document, other than employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been any further infraction of the same nature. Should a document remain on the employee's file after the expiry of 18 months without a further infraction of the same nature, it will not be relied upon in the imposition of any future discipline nor as evidence in any hearing.

(c) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

#### **10.5 Evaluation Reports**

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

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

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

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

#### **10.6 Personnel File**

An employee, or the President of the Union (or their designate) with the written authority of the employee, shall be entitled to review the employee's file, exclusive of employee references. The file shall be reviewed in the office in which the file is normally kept, or such other office as the Employer may provide. The Employer will provide copies of any or all documents on the employee's file exclusive of employee references, as requested by the employee or their representative. The employee or the President (or their designate), as the case may be, shall give the Employer five working days' written notice prior to having access to such file.

#### **10.7 Right to have Steward Present**

(a) An employee shall the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact

their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union or another shop steward, and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in undue delay of the appropriate action being taken.

### **10.8 Employment Abandoned**

Any employee who fails to report for work for three consecutive workdays and does not notify their supervisor, and who cannot give an acceptable reason for their absence, or for the failure to notify their supervisor, shall be considered as having abandoned their position.

## **ARTICLE 11 - SENIORITY**

### **11.1 Definition of Seniority**

(a) Seniority shall be defined as the length of the employee's continuous employment with the Employer and shall accumulate, based on straight-time hours paid since the most recent date of employment with the Employer, including service with the Employer prior to certification or recognition of the Union.

(b) Straight-time paid hours include time spent on:

(1) paid holidays;

(2) paid vacation;

(3) leave during which time an employee is in receipt of wage-loss benefits from the WSBC pursuant to Section 29 or 30 of the *Workers Compensation Act* in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WSBC benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections;

(4) paid sick leave;

(5) union leave;

(6) maternity, parental and adoption leave;

(7) other leaves under Part 6 of the *Employment Standards Act* of BC; and

(8) other approved paid leaves of absence.

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

### **11.2 Seniority Lists**

Seniority lists for all employees shall be posted within the first week of the months of January, April, July and October. The seniority lists shall include the name, position, date of hire and straight-time hours paid up to the end of the previous month's final pay period. A copy of the seniority lists shall be supplied to the President of the Union or their designate and to the bargaining unit chairperson or their designate. Such

lists shall be open for correction for a period of 30 calendar days following the posting, after which the seniority list will be considered accurate.

### **11.3 Work Outside Bargaining Unit**

An employee who leaves the bargaining unit to fill another position with the Employer shall continue to accumulate seniority, and shall have the right to exercise their seniority to return to the bargaining unit, for a period of one calendar year. After the expiry of that period the parties shall meet to discuss whether there shall be an extension of the leave. At the end of the extended leave, or if there is no agreement to extend the leave, the employee's bargaining unit seniority shall be lost.

### **11.4 Probation**

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be backdated to their date of hire.

### **11.5 Accrual and Loss of Seniority**

(a) Seniority shall accrue on the basis of straight-time hours paid. Straight-time paid hours shall include:

- (1) any paid leave;
- (2) maternity, parental and adoption leave;
- (3) time off as the result of any injury or illness, which may be paid by STIIP or WSBC, shall be counted as time worked;
- (4) union leave.

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

- (1) the employee is discharged for just cause;
- (2) they voluntarily terminate their employment;
- (3) the employee is on layoff for more than 12 consecutive months;
- (4) the employee abandons their position in accordance with Clause 10.8 (Employment Abandoned);
- (5) the employee fails to return to work after being recalled as per Article 13 - Layoff and Recall;
- (6) uses an authorized leave of absence for a purpose other than that for which the leave was granted or the failure to return to work upon the expiration of an authorized leave of absence unless a satisfactory reason is given to the Employer.

### **11.6 Same Service Seniority Date**

Where seniority rights are in dispute, and two or more employees have the same amount of seniority, the matter will be determined through a method which is mutually agreeable to the parties.

### **11.7 Bridging of Service**

(a) A full-time employee shall, upon application but subject to operational requirements, be granted up to one-year leave of absence, in order for the employee to raise a dependent child or children, and or ageing parent. A dependent child is defined as age 15 or under, or a child who is incapable of supporting themselves because of physical or mental disorder without age limit if the disorder begins

before they turn 21 or while they are student under 25, and the disorder has been continuous since that time.

- (b) Upon return, the employee shall be placed in their former position or in a position of equal classification as seniority and operational requirements permit.
- (c) An employee shall retain but not accumulate seniority during the period of such leave.
- (d) The employee must give one month notice of application.
- (e) The employee must not be employed by another employer during the period of leave.

## **ARTICLE 12 - VACANCY POSTING AND FILLING WORK ASSIGNMENTS**

### **12.1 Postings**

- (a) A posting shall be required for regular full-time, regular part-time, and temporary full-time and temporary part-time vacancies or new positions which have an expected duration of three calendar months or more. A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.
- (b) The Employer agrees to post such vacancies or new jobs on the staff room bulletin board for a period of at least seven calendar days in advance of the selection. Applications must be received during the seven-day period in order to be considered by the Employer.
- (c) The posting shall contain the following information: title of the job, qualifications, nature of the position, probable hours of work, wage rate.
- (d) If a vacancy is posted and filled, the successful applicant will be notified within one week of the decision being made and the name of the successful candidate will be posted on the bulletin board.
- (e) An employee temporarily placed in accordance with this article shall return to their former position when the assignment terminates.
- (f) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting procedure above.

### **12.2 Selection Criteria**

- (a) Selection of an applicant for a position posted pursuant to Clause 12.1 (Postings) will be in accordance with the following procedures:
  - (1) the selection standards as established for each position shall be used to assess the merit of candidates as to education, skills, knowledge, qualifications, and experience. The selection standards shall not be inconsistent with any position standard prescribed for that position or any position in that class;
  - (2) Where two or more applicants have education, skills, knowledge, qualifications, and experience, or any other matters which are equal, the applicant with the greater seniority shall be awarded the position. Internal applicants shall be given every consideration in respect to the filling of the position.
- (b) The successful applicant for a full-time or new position must have completed, or be given the opportunity to complete the qualifying period of 240 hours prior to being confirmed in the position, provided they have completed their initial probationary period.

### **12.3 Probationary Period**

It is understood that all new employees will be subject to a probationary period of 450 hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which they have been appointed. The probation period for regular part-time employees shall not exceed six calendar months.

The probationary period may be extended by written mutual agreement between the Employer and the Union, provided that written reasons are given for requesting such extension.

The probation period for casuals is defined in Article 31 - Casual Employees.

### **12.4 Qualifying Period**

When a vacancy is filled by an existing employee, the employee shall be declared permanent in the new job after a period of 240 hours of work provided they have completed their initial probationary period. In the event the successful applicant proves unsatisfactory in the position during the qualifying period or if the employee is unable to perform the duties of the new position, or if the employee wishes to return to their former position, they shall be returned to their former position, and wage rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position, and wage rate, without loss of seniority. The qualifying period for part-time employees shall not exceed six calendar months.

The successful applicant shall not be entitled to bid for another posted vacancy for a period of six months after the date of the successful application. It is understood that this will not apply to those employees filling temporary vacancies or where an employee wishes to transfer from a part-time position to a full-time position.

### **12.5 Applications from Employees**

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

### **12.6 Right to Grieve**

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

### **12.7 Recruitment**

If the Employer is unable to fill job vacancies and work assignments in accordance with the procedures outlined in Article 12 - Vacancy Posting and Filling Work Assignments, the Employer may advertise concurrent with the seven-day posting period, provided internal applicants are given first consideration.

If no qualified candidate is identified through the internal posting process, the Employer may fill the position with an external candidate, subject to the grievance procedure.

### **12.8 Work Assignments**

- (a) All work of a less than three-month duration shall be filled in order of seniority by the most senior employee that is available, willing, and capable of performing the work.
- (b) Notwithstanding (a) above, the Employer may provide on the job training opportunities. Selection for training opportunities will be by service seniority for those employees not working full-time. Once an employee is trained in a specific job category(s) work will be assigned in accordance with (a) above.

**ARTICLE 13 - LAYOFF AND RECALL****13.1 Definition of Layoff**

(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, or reorganization, or a program terminates, or closure or other material change in organization; or a reduction in hours of work greater than four hours per week from the employee's posted position, or that results in the elimination of health and welfare benefits, or that results in a change in the employees' status. Regular full-time and regular part-time employees shall be laid off by position in reverse order of seniority within the bargaining unit.

(b) Where the Employer intends to reduce full-time or part-time hours, the matter will be discussed with the Labour/Management Committee prior to the implementation of the reduction. Such reductions shall be done in reverse order of seniority, consistent with the requirements of Article 13 - Layoff and Recall.

**13.2 Pre-Layoff Canvass**

(a) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to clients and staff. Prior to the layoff of regular employees under Article 13 - Layoff and Recall, the Employer shall canvass employees in order to invite:

- (1) placement on the casual call-in and recall lists with no loss of seniority; or
- (2) early retirement; or
- (3) other voluntary options, as agreed to by the Union and the Employer.

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

(b) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees.

**13.3 Bumping**

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

"*Worksite*" means Mayfair Terrace, 2267 Kelly Avenue, Port Coquitlam, B.C.

(a) A seniority list indicating the employee's bumping options will be included with any notice of displacement or layoff. An employee exercising a right to bump another employee must advise the Employer within seven days after receiving the seniority list of their intention to bump a junior employee. In addition, an employee may only bump into a position in a classification for which they possesses the required qualifications and are capable of performing the duties.

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

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

#### **13.4 Regular Moving to Casual**

(a) Laid off regular employees can elect to be placed on the casual seniority list by advising the General Manager or designate in writing.

(b) A laid off regular employee may opt to be placed on the casual seniority list in order of seniority, for available casual work assignments in any position that the employee is qualified and capable to perform. A regular employee would not lose their regular status in this event as it relates to recall only. Assignment to the casual list does not prevent recall to a regular position if one becomes available.

#### **13.5 Recall**

(a) The recall period shall be 12 calendar months. Employees on layoff shall be recalled in order of seniority provided that they are qualified and capable to perform the duties of the vacant job. The Employer shall send notice of recall by registered mail to the employee's last known address and call them at their last known phone number. Laid off employees failing to report for work within seven calendar days of notification, or the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two weeks' notice to another employer shall be deemed to be in compliance with the seven-day provision. Employees recalled to work shall receive the current wage rate for the position for which they are recalled.

(b) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current telephone number and address for purposes of recall. Therefore, failure to provide correct, current information could jeopardize the employee's right to recall.

(c) If a laid off employee is not recalled to work within 12 calendar months of layoff, such employee will be terminated by written notification at the expiration of the 12 calendar month period.

#### **13.6 Notice of Displacement**

Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, a copy of such notice shall be sent to the Union.

#### **13.7 Layoff Notice**

(a) In the event of a permanent layoff, the Employer shall give regular full-time and regular part-time employees written notice of layoff or pay in lieu of notice in accordance with the following schedule:

- (1) after three months of continuous service ..... one week;
- (2) after 12 months of continuous service .....two weeks;
- (3) after three years of continuous service ..... three weeks;
- (4) each additional year of continuous service ..... one additional week.

In all cases, the severance will be a maximum of eight weeks.

(b) Notice of layoff shall not apply to probationary employees. The Employer shall not be required to give notice or pay in lieu thereof in the event of an emergency or disaster such as fire, flood, act of God, or epidemic or medical closure, or circumstances beyond the control of the Employer.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Continuous Operation

The workweek shall provide for continuous operation based on a seven day week, 24 hours per day. A day shall commence at 12:01 a.m. and end 24 hours later. A week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight on Saturday.

### 14.2 Hours of Work

- (a) The hours of work of a regular full-time employee shall be seven ½ hours per day, exclusive of an unpaid meal period, and 37 ½ hours per week. The hours of work of a regular part-time employee will not be less than four hours per day and not more than seven ½ hours per day exclusive of an unpaid meal break.
- (b) Regular part-time employees may request additional shifts in order of seniority for assignments in any classification that the employee is qualified to perform. However, additional shift assignments cannot conflict with their regular part-time position or the provisions of this agreement.
- (c) Regular employees exercising rights under Article 13 - Layoff and Recall, shall have priority in the assignment of additional hours to the limit of their previous position.

### 14.3 Scheduling Provisions

The Employer shall post the hours of work on a bulletin board which is easily accessible and visible to employees.

- (a) The Employer shall arrange all regular shift schedules and post them at least 14 calendar days in advance of the effective date.
- (b) In situations other than emergencies, the scheduled employees are entitled to 48 hours advance notice of any change in their respective work schedules. In the event an employee's shift schedule is changed without 48 hours advance notice, the employee will receive overtime rates for the first shift of the changed schedule.
- (c) Except as provided in (d) below, an employee shall not be required to work for more than five consecutive shifts without receiving two consecutive days off. In any event, employees must receive 32 consecutive hours free from work, or receive double-time for all hours worked in the 32 hour period.
- (d) Notwithstanding (c) above, an employee, on request, may be scheduled to work up to six consecutive days to pick up additional hours to the maximum hours listed in this article.
- (e) Employees may exchange shifts with the written (paper or electronic) approval of the Employer, provided there is no increased cost to the Employer and the shifts are within two pay periods. The Employer will provide a written (paper or electronic) response no later than 48 hours after being received by the Employer. The Employer shall not unreasonably withhold such authorization. This provision is not intended to be used for extensive or ongoing shift exchanges between employees.
- (f) If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the eight-hour period. If a written request for a change of scheduled shift in (e) above is made by an employee which would not allow eight consecutive hours off duty between work shifts and such request is granted by the Employer, then application of this clause shall be waived for those employees who are exchanging shifts.

- (g) Employees whose schedules are changed without 14 days' notice, cannot be disciplined if they advise the Employer that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (h) Employees who report to work as scheduled shall be paid for the shift in the event that the shift is cancelled.
- (i) All employees acknowledge their obligation to report to work on time. If for any reason, the employee cannot report to work on time, that employee shall advise the supervisor or designated person in charge at least one hour if possible before the commencement of a shift of their inability to report to work and the probable time and/or date of their return to work.
- (j) Regular part-time employees may request additional shifts in order of seniority for assignments in any position in which the employee is qualified. Additional shift assignments shall not conflict with the employee's regular part-time position for the provisions of this agreement. Regular employees exercising rights under Article 13 - Layoff and Recall shall have priority in the assignment of additional hours to the limit of their regular part-time position.
- (k) There shall be no split shifts, except in the cases of emergency or by mutual agreement between the Union and the Employer.
- (l) The determination of regular starting and stopping times for work shall be made by the Employer, and may be changed by the Employer from time to time subject to the provisions of this agreement.
- (m) Where the Employer plans to implement a significant change in the shift schedules of regular employees which affect a majority of employees involved in the rotation, the Employer will explain and discuss the changes with the employees affected, the shop steward of the bargaining unit, and the Union, at a minimum of 30 days prior to the implementation of the changes. The Employer will allow employees a reasonable amount of time to adjust their schedules if they have prearranged family commitments, or other employment which conflicts with the new schedule.

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

- (a) Employees working a full seven ½ hour shift shall receive two 15-minute paid rest periods during the shift. Employees working less than a full seven ½ hour shift but a minimum of four hours, will receive one 15-minute paid rest period during the shift.
- (b) An unpaid meal period of one-half hour will be scheduled as close as possible to the middle of each shift of five hours or more and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate.
- (c) Rest and meal periods in (a) and (b) shall be scheduled by the Employer in a reasonable manner which is consistent with operational requirements. Meal periods shall not be considered time worked unless an employee is required to be on call during their meal period. Rest and meal periods in (a) and (b) above may be varied by mutual agreement between the employee and the supervisor.
- (d) Employees on shift who are required to be on call during their meal period shall receive their meal period at straight-time rates. This time will not be considered for the purpose of Article 15 - Overtime.
- (e) When an employee's meal period occurs during a period when the kitchen is open, the employee may purchase food from the kitchen at the staff discounted price.

#### 14.5 Daylight Savings Changeover

During the changeover from Daylight Savings Time and 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.

#### 14.6 Shift Premiums

- (a) Effective two pay periods from ratification, employees working the night shift shall be paid a shift differential of 75¢ per hour for the entire shift worked.
- (b) In this section "*night shift*" means any shift in which the major portion occurs between 12:00 a.m. and 8:00 a.m.
- (c) Employees working weekend shifts shall be paid a shift differential of 50¢ per hour for the entire shift worked.
- (d) In this section "*weekend shift*" will mean any shift in which the major portion occurs on a Saturday or Sunday.
- (e) Employees who are entitled to two shift differentials simultaneously (such as a night shift on a weekend) shall receive the higher of the two differentials.

#### 14.7 Conversion of Hours

- (a) *Lieu Days* - where an employee is granted a lieu day the time off granted will be seven ½ hours per lieu day for a regular full-time employee and prorated for a regular part-time employee.
- (b) *Vacation* - where an employee is granted vacation the annual vacation entitlement shall be converted to hours on the basis of a seven ½ hour day for a regular full-time employee and prorated for a regular part-time employee.
- (c) *Designated Paid Holiday* - where an employee is granted a designated paid holiday the time off granted will be seven ½ hours per designated paid holiday for a regular full-time employee and prorated for a regular part-time employee.

### ARTICLE 15 - OVERTIME

#### 15.1 Definition of Overtime

- (a) "*Overtime*" means work performed by an employee in excess of the hours outlined in Article 14 - Hours of Work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one ½ times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.
- (e) "*Double-time and one-half*" means two ½ times the straight-time rate.

#### 15.2 Authorization and Application of Overtime

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

#### 15.3 Right to Refuse Overtime

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations. Notwithstanding this provision, where overtime is requested to be performed, it shall be offered first to the most senior qualified employee. The

work shall be performed by the least senior employee in that classification if no other more senior qualified employee accepts the overtime assignment.

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

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

An employee working less than the normal days per week of a full-time employee and who is requested to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee. Overtime rates shall apply to hours worked in excess of normal workdays in the workweek of a full-time employee.

#### **15.5 Overtime Compensation**

Overtime worked shall be compensated at the following rates:

- (a) Time  $\frac{1}{2}$  for the first two  $\frac{1}{2}$  hours of overtime on a regularly scheduled workday, or a regularly scheduled workweek;
- (b) Double-time in excess of (a);
- (c) Time  $\frac{1}{2}$  for all hours worked on a day of rest, but employees shall not have the day off rescheduled;
- (d) Overtime shall be compensated either in cash or time off or a combination of both at the employee's choice. This must be specified in writing to the General Manager by the employee by the end of the current pay period, and if not done so, will be compensated by cash. Time off shall be scheduled at a mutually agreeable time, subject to operational requirements. Accumulated overtime not taken shall be paid in cash at the fiscal year end;
- (e) Overtime shall be offered by seniority to the most senior qualified employee.

#### **15.6 Callback**

Employees called back to work on their regular time off shall receive a minimum of two hours overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater. Callback must be approved by the General Manager or their designate.

#### **15.7 Rest Interval**

An employee required to work overtime beyond their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of their next regular shift. If eight clear hours are not provided, overtime rates shall apply to the hours by which the time off fell short of eight clear hours.

#### **15.8 Shift Exchanges**

In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts.

#### **15.9 Overtime Meal Allowance**

An employee who is required to work a minimum of two  $\frac{1}{2}$  hours overtime following their scheduled hours of work shall be provided with a meal at the Employer's expense.

## ARTICLE 16 - STATUTORY HOLIDAYS

### 16.1 Paid Holidays

(a) Regular employees who have been employed by the Employer for at least 30 calendar days before the statutory holiday and has worked or earned wages for 15 of the 30 calendar days preceding the statutory holiday shall be entitled to the following paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

Any other holiday proclaimed as a holiday by the federal government or the Province of British Columbia shall be a paid holiday as per Clause 1.2 (Future Legislation).

(b) Employees shall have the option of substituting up to three of the above religious holidays with holidays that correspond with their cultural/religious observances and practises. Such election shall be made by November 30<sup>th</sup> for the following year. Any employees hired after November 30<sup>th</sup> shall provide the Employer 30 days' notice of their substitution(s) for that year. For the purposes of this agreement the substituted holiday will be treated as the regular holiday.

### 16.2 Holiday Falling on a Day of Rest

When a holiday falls on a regular employee's day of rest, the employee shall be entitled to a day off with pay in lieu.

### 16.3 Holiday Falling on a Scheduled Workday

(a) A regular employee who works on any of the above-noted holidays shall be compensated as follows, at the employee's option:

- (1) one ½ times the straight-time rate, plus a day off in lieu, or
- (2) two ½ times the straight-time rate, with no day off in lieu.

(b) A casual employee that works on any of the above-noted holidays shall be compensated at a rate of one ½ times the straight-time rate.

### 16.4 Holiday Coinciding With a Day of Vacation

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

### 16.5 Proration of Statutory Holiday Pay

Holiday pay for part-time employees shall be prorated on the basis of the employee's paid hours, exclusive of overtime for the days worked in the four-week period immediately preceding the week in which the statutory holiday occurs.

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

The Employer agrees to make every reasonable effort to ensure that employees, subject to operational requirements, shall have at least Christmas Day or the following New Year's Day off, based on seniority and staffing requirements.

An employee working Christmas or New Year's Day shall be paid one ½ times and shall receive a day in lieu for time worked.

### **16.7 Paid Holiday Pay**

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

### **16.8 Scheduling of Lieu Days**

Lieu days arising from designated paid holidays shall be scheduled by mutual agreement subject to operational requirements and shall be scheduled within 30 calendar days of the statutory holiday or it shall be automatically paid out. Such request shall not be unreasonably withheld.

## **ARTICLE 17 - EMPLOYEE TRAINING**

### **17.1 Training Compensation**

- (a) Should the Employer direct, in writing, an employee to participate in a course or program or hold a certificate or licence, such employee shall be compensated in accordance with the following:
- (1) The hours spent by the employee attending the course or program will be considered to be hours spent working by the employee for the purposes of remuneration and seniority under this agreement.
  - (2) The Employer shall pay the cost of the course, including tuition fees, provided the employee provides proof of successful completion of the course or program. If travel is involved, pre-approved reasonable travel and subsistence expenses shall be paid by the Employer.
  - (3) Whenever possible, contingent upon operational requirements, course attendance will be scheduled to occur during regular working hours.

Where a regular full-time employee is required to attend outside of regularly scheduled hours, employees will be credited with earned time off with pay, for the time spent on the course. The earned time off will be scheduled mutually by the employee and the supervisor. Time spent on the course shall not be considered overtime.

All regular part-time and casual employees shall be compensated at their regular rate of pay for time spent in attendance at the course or program. Time spent on the course shall not be considered overtime.

- (b) 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).

### **17.2 Educational Leave**

After three years continuous service, and subject to operational requirements, a regular employee may request an unpaid leave of absence to take educational courses relating to the delivery of retirement community services subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four calendar months, such employee shall make every effort to give six calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure the proper operation of the department can be found. When an employee goes on approved education leave, upon completion of the leave, they will return to their former position.
- (c) Notices granting such requests shall be given by the Employer in writing.

## ARTICLE 18 - WORKSAFEBC COMPENSATION

### 18.1 WorkSafeBC Compensation

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payments for the remainder of their shift without deduction from short-term disability leave. An employee is responsible for obtaining and completing all forms immediately following the injury.

### 18.2 Benefits While on Compensation

Employees who are absent from work and in receipt of WorkSafeBC wage-loss replacement benefits shall be considered as being at work and shall receive benefits as if they were employed to a maximum of six months and accrue seniority for the period of the leave. Employees may elect to pay benefit premiums after six months in order to maintain coverage.

### 18.3 Employee to Contact Employer

Employees who are absent from work due to a WorkSafeBC related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work. Where possible, employees shall give two weeks' notice of their return to work.

Prior to returning to work, employees who have been absent from work and in receipt of WorkSafeBC wage-loss replacement benefits will be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties or they are capable of returning to their position in accordance with a medically approved WorkSafeBC return to work plan.

## ARTICLE 19 - VACATION

### 19.1 Entitlement

- (a) An employee's vacation entitlement begins on their start date.
- (b) Regular full-time employees shall be credited for and granted vacations earned in respect of continuous service as follows:

Years of Continuous Service	Vacation Year	Number of vacation Days	Percentage of earnings
0 - <1	Vacation accrues	0	4%
1 - 2	first and second	10	4%
3	third	12	5%

Years of Continuous Service	Vacation Year	Number of vacation Days	Percentage of earnings
4 - 7	fourth - seventh	15	6%
8	eighth	20	8%
9	ninth	21	8.4%
10	Tenth	22	8.8%
11	Eleventh	23	9.2%
12	Twelfth	24	9.6%
13 and over	Thirteenth and over	25	10%

- (c) During the probationary period of employment a regular full-time employee earns but cannot schedule vacation.
- (d) During an employees' first calendar year of service, their vacation entitlement will accrue to be used in their first vacation year. The number of days of paid vacation in the first vacation year will be prorated based on earnings in the employee's first calendar year of service.
- (e) Employees who have completed one or more years of continuous service are entitled to use the entirety of their vacation entitlement for the calendar year at any time during that calendar year regardless of their Anniversary date.
- (f) Regular part-time and casual employees will be entitled to annual vacation pay on a pro rata basis that is paid out each pay period according to their continuous service as follows:

Years of Continuous Service	Percentage of earnings
0 - 2	4%
3	5%
4 - 7	6%
8	8%
9	8.4%
10	8.8%
11	9.2%
12	9.6%
13 and over	10%

**19.2 Vacation Earnings for Partial Year**

- (a) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.
- (b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.

**19.3 Vacation Carryover**

- (a) Employees shall schedule and take all vacation time to which they are entitled during the calendar year (January to December). An employee with greater than two weeks' vacation may request in writing to

the General Manager or designate to carry over no more than five vacation days into the following vacation year. The vacation carried over must be taken May 1<sup>st</sup> of the following year or it shall be paid out.

(b) Where an employee has vacation entitlement during a calendar year that is less than a full day, or equal to or more than half their regular shift, the employee will be entitled to schedule that as a day of vacation or, if the employee requests, carry that entitlement over to the following year subject to (a) above.

(c) If an employee schedules the partial day of vacation as a vacation day, the portion of that day that is not covered by their accrued vacation entitlement will be as unpaid time off.

(d) If the employee does not schedule the partial day of vacation as a vacation day or request that it be carried over to the following year, then that partial day will be paid out to the employee at the end of the calendar year.

#### **19.4 Callback**

(a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.

(c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation time.

#### **19.5 Work in Higher Rated Position**

Payment for vacations will be made at an employee's basic pay. If an employee has accumulated vacation time in a higher paid position prior to their vacation, the employee's vacation pay shall be based on the proportionate amount of time worked in a higher position.

#### **19.6 Vacation Scheduling**

(a) Subject to operational requirements, scheduling of vacations shall be in accordance with service seniority within a classification.

(b) Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

(c) An employee shall be entitled to receive their vacation to a maximum of four consecutive weeks in an unbroken period. During the prime-time period of May 1<sup>st</sup> to September 30<sup>th</sup>, the unbroken period shall not exceed four weeks. No employee shall be entitled to more than four vacation periods per vacation year unless mutually agreed.

(d) The Employer will make every reasonable effort to ensure bargaining unit members' vacation requests will not be impacted by excluded staff vacation requests.

#### **19.7 Vacation Schedules**

(a) Employees shall submit their vacation requests to their department head on or before March 1<sup>st</sup>. The approved vacation schedule shall be posted by April 1<sup>st</sup>. Vacation requests received after April 1<sup>st</sup> in any year shall be approved in accordance with Clause 19.6 (Vacation Scheduling) within 15 calendar days of receipt of the request.

(b) Vacation, once approved, shall not be changed except with the mutual agreement of the Employer and employee.

#### **19.8 Vacation Pay**

Upon receipt of 30 calendar days written notice the Employer shall pay to the employee, at least seven days prior to the commencement of their vacation, an amount equivalent to their vacation pay earned, up to the amount of vacation time being taken. This payment shall be on a separate cheque from the normal paycheque.

#### **19.9 Approved Leave of Absence with Pay During Vacation**

When an employee is in receipt of STIIP or on leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven calendar days of returning to work.

#### **19.10 Vacation Credits Upon Death**

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

### **ARTICLE 20 - SHORT-TERM ILLNESS AND INJURY PLAN AND SICK LEAVE**

#### **20.1 Eligibility**

(a) Full-time and part-time employees who have a position equal to or greater than 25 hours per week will be covered by the Short-Term Illness and Injury Plan (STIIP). This will be the Plan in place as indicated in the Employee Benefit Plan Book distributed to the employees and supplied to the Union. The benefit will be 67% of the employee's normal pay for a period not to exceed 17 weeks to a maximum of \$600 per week. Refer to current plan booklet. The Union must be notified of any change in carrier or details of the Plan. Any such changes must be comparable to the existing Plan. Any new plan must be comparable to the existing plan.

(b) New employees shall be covered three months upon completion of the probationary period.

(c) STIIP benefits will apply starting on the first day in the event of an accident or hospitalization, and the eighth day in the event of an illness. Termination at your attainment of age 70 or your retirement, if earlier.

#### **20.2 Sick Leave Entitlement**

(a) Regular employees are entitled to accrue sick leave at a rate of 2.8% (severn days per year based on full-time hours) on straight-time hours paid and unused sick leave may be carried over from year to year to a maximum of 12 days.

(b) Compliance with the *Employment Standards Act*

(1) Despite (a) above, after 90 consecutive days of employment, an employee may access five days of unaccrued paid sick leave in each calendar year. Unaccrued paid sick leave shall be offset against sick leave accrued in the balance of the calendar year. Any negative balance of five days or less as of December 31<sup>st</sup> will be reset to zero on January 1<sup>st</sup>.

(2) After 90 consecutive days of employment, an employee may access three days of unpaid sick leave in each calendar year.

### **20.3 Sick Leave Benefits**

Paid sick leave is only taken when an employee is sick and unable to report to work. The accrual of the sick leave benefit begins upon hire but cannot be taken until successful completion of the probationary period and will not be paid retroactively. Unused sick days are not paid out. On termination, regular full-time and regular part-time employees must repay any sick leave benefits advanced to them except as outlined in Clause 20.2(Sick Leave Entitlement)(b)(1).

### **20.4 Recurring Disabilities**

- (a) Employees who return to work after being absent because of illness or injury, within 14 consecutive calendar days again become unable to work because of the same illness or injury are considered to still be within the original short-term plan period as defined in Clause 20.1(Eligibility)(a).
- (b) Employees who return to work after being absent because of illness or injury within 14 consecutive calendar days again becomes unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further 17 weeks of benefits under this plan.

### **20.5 Doctor's Certificate of Inability to Work**

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practise in the Province of BC; or
- (b) the consulting physician to whom the employee is referred by the medical practitioner in (a) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
  - (2) where the employee has been absent for three consecutive scheduled days of work;
  - (3) where at least 30 calendar days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period. The cost of providing a medical certificate requested by the Employer for proof of medical disability related to a claim for benefits under STIIP, shall be paid by the Employer.

### **20.6 Employee to Inform Employer**

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

### **20.7 Benefits Upon Layoff**

- (a) Subject to (b) and (c) below, employees who are receiving benefits pursuant to Section 1.2 shall continue to receive such benefits upon layoff until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that layoff notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff only if the illness commenced within two months of the effective date of the layoff.

(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff.

## ARTICLE 21 - HEALTH AND SAFETY

### 21.1 Safety Committee

(a) An occupational health and safety committee shall be established. Unless otherwise mutually agreed, the Committee shall be composed of:

(1) up to two representatives appointed by the Employer; and

(2) up to two representatives appointed by the Union. The Union representatives shall be employees at the workplace.

(b) The OH&S shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding health and safety problems, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the Committee determines that a safety-related problem exists, it shall inform the Employer. Within 21 days thereafter, the Employer shall advise the Committee what steps it has taken to rectify the safety-related problem identified by the Committee.

(c) Where the OH&S determines that it is necessary to obtain information on its roles and responsibilities or to research an issue under its mandate, it shall use the resources of the WSBC and/or any applicable legislation or agency. The OH&S will make recommendations to the Employer for the education and training for staff as required by the Occupational Health and Safety Regulations and the *Workers Compensation Act*. The Employer will provide orientation and/or in-service, which is necessary for the safe performance of the employee's work. The Employer will also make readily available written information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

(d) The OH&S shall provide recommendations to the Employer concerning appropriate orientation methods and time necessary for employees to work safely. The Employer will implement orientation necessary for the safe performance of work.

### 21.2 Committee Responsibilities

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

(b) This Committee shall hold regular meetings on a monthly basis. Every effort will be made to schedule meetings within regular working hours. In the event meetings cannot be scheduled within regular working hours, it is understood that no overtime pay will apply to hours spent in health and safety meetings. The union representatives will be credited with earned time off to be taken a mutually agreed time.

### **21.3 Transportation**

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

### **21.4 Right to Refuse Unsafe Conditions**

No employee shall be disciplined for refusal to work on a job which the employee believes is unsafe until a WorkSafeBC Inspector rules it safe. Employees exercising the right to refuse unsafe work shall utilize the procedures in *Occupational Health and Safety Regulation* Section 3.12, Procedure for refusal.

### **21.5 Investigation of Accidents**

The Occupational Health and Safety Committee shall be notified of each accident or injury and shall jointly investigate (one union OH&S representative and one employer OH&S representative) and provide an incident report to the Union and the Employer on the nature of the incident/accident, contributing factors and make preventive recommendations. In the event of an industrial fatality the Employer shall immediately notify the President of the Union or their designate.

### **21.6 Communicable Diseases**

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease.
- (b) The Employer will, upon becoming aware of a client with a communicable disease, immediately inform Public Health and will follow all directions from Public Health including the notification of affected employees, and any required vaccinations and/or other procedures as recommended by Public Health.
- (c) Where a vaccination is recommended or required by Public Health, such vaccination shall be made available to all employees who Public Health recommends receive such vaccinations at no cost to the employee.

### **21.7 Protective Clothing and Supplies**

The Employer shall supply protective clothing and supplies to employees as required by WorkSafeBC.

### **21.8 Workplace Violence**

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, persons in care or custody, or the public.
- (b) Where such potential exists:
  - (1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;
  - (2) applicable physical and procedural measures to protect employees shall be implemented;
- (c) The local Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding curriculum of training and applicable physical and procedural measures referred to in (b) above.
- (d) Employees shall be informed concerning the potential for physical violence or verbal abuse from a client, a person in care or custody, or another member of the public, subject to statutory limitation and in accordance with WorkSafe Regulations.

(e) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions shall be without loss of pay.

### **21.9 Employees Working Alone**

The Employer shall set up a check-in procedure for all employees who work alone under conditions which present a risk of disabling injury as outlined in the WSBC OHS Regulations, in consultation with employees who work alone and the JOHSC. The procedure will be set up with logbooks indicating who and how each employee was checked for safety with dates and times of every check. The Employer shall pay for any costs associated with the implementation of the procedure.

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

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

## **ARTICLE 22 - WORKFORCE ADJUSTMENTS AND OTHER CHANGES**

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

The procedures to be followed by the Employer and the Union concerning technological, automation and other changes shall be in accordance with the *Labour Relations Code* of BC, Section 54 - Adjustment Plan:

(a) If an 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:

(1) the Employer shall give notice to the trade union at least 60 calendar days before the date on which the measure, policy, practice or change is to be effected, and

(2) after notice has been given, the Employer and trade union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:

(i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;

(ii) human resource planning and employee counselling and retraining;

(iii) notice of termination;

(iv) severance pay;

(v) entitlement to pension and other benefits including early retirement benefits;

(vi) a bipartite process for overseeing the implementation of the adjustment plan.

(b) If, after meeting in accordance with Subsection (a), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the trade union.

**ARTICLE 23 - CONTRACTING OUT**

The Employer agrees not to contract out any bargaining unit work to an outside agency that could be performed by a qualified, willing and available bargaining unit member or that would result in the laying off of a bargaining unit member.

**ARTICLE 24 - HEALTH AND WELFARE**

Benefits under this article are only available to regular employees who work 25 hours or more per week and who have completed the probationary period.

**24.1 Medical Plan**

Eligible regular employees and dependants shall be covered by the BC Medical Services Plan or carrier approved by the BC Medical Services Commission. The Employer shall pay 100% of the premium.

**24.2 Benefits**

The Employer shall pay 100% of the premiums for the following benefit plans (a, b, c, d). These will be the plans as described in the Employee Benefit Plan Book printed, distributed to the employees and supplied to the Union. The Union must be notified of any change in carrier or details of the Plan. Any such changes must be comparable to the existing Plan. Benefits shall cover regular employees and their dependants.

**(a) Extended Health Care**

<b>Item</b>	<b>Coverage</b>
Co-insurance	100%
Deductible	no deductible
Lifetime Maximum	Unlimited
Termination	at your attainment of age 70 or your retirement, if earlier
Hospital	Semi-private
Convalescent hospital	Semi-private room daily rate, to a maximum of \$1000 in a calendar year
Chiropractor, naturopath, osteopath, podiatrist, chiropodist, acupuncturist, psychologist	\$500 per practitioner in a calendar year
Drugs	Direct pay for prescription drugs
Massage Therapy	\$500 in a calendar year
Physiotherapy	\$1000 in a calendar year
Speech therapy	\$500 in a calendar year
Hearing aids	\$500 every 60 months
Travel assistance coverage	
Private duty nursing	\$10,000 in a calendar year
Orthopaedic shoes	\$350 in a calendar year

On or before May 1, 2013, employees will be provided with a pay-direct drug card to permit point of sale prescription drug reimbursement.

**(b) Dental Care**

- Plan A: Basic Plan, and
- Plan B: Major Treatment Plan - combined annual maximum of \$2,000 per calendar year,

- Plan C: Orthodontic Services - 50% - \$2,500 lifetime maximum - children under the age of 20 only. Termination of plan at age 70 or your retirement, if earlier.

(c) *Vision Care*

- \$350 every two years for prescription eyewear and \$125 every two years for eye exams for employees and eligible dependants;
- Termination of plan at age 70 or your retirement, if earlier.

(d) *Group Life Plan*

- Two times annual earnings, to maximum of \$100,000.
- Accidental Death & Dismemberment: amount equal to life insurance.
- Coverage reduces to 50% at age 65 to a maximum of \$50,000.
- Termination of plan at age 70 or your retirement, if earlier.

(e) *Long-Term Disability*

The Employer shall provide a mutually acceptable long-term disability insurance plan which will ensure that the employee shall receive a benefit equal to the minimum of 66⅔% to a maximum of \$2,500 of their monthly earnings. Employees pay 100% of the cost of the Plan. Termination of plan at age 65 or your retirement, if earlier.

## ARTICLE 25 - WORK CLOTHING AND RELATED SUPPLIES

If an employee is required to wear a uniform or other special apparel, the Employer shall furnish the uniform or other special apparel and shall clean and maintain these articles. This will not apply where a general dress code is applicable. As required, the Employer shall be responsible for basic alterations.

Employees are required to treat their uniform or other special apparel with care at all times. It will be at the General Manager or designates' discretion whether or not an item is worn out and needs to be replaced at the Employer's cost.

Employees must return to the Employer uniforms and all other employer property in their possession at the time of termination of employment. Where employer property is not returned, the Employer will take such action as required to recover the value of articles which are not returned, from the employee.

## ARTICLE 26 - SPECIAL AND OTHER LEAVE

### 26.1 Bereavement Leave

- (a) Bereavement leave of absence with pay for up to five consecutive workdays will be granted by the Employer upon request by an employee in the event of the death of a spouse (including common-law spouse or same sex partner), son, or daughter, or stepchild.
- (b) Leave of absence with pay for up to three consecutive workdays will be granted by the Employer upon request by an employee in the event of the death of their mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, stepparent, foster child, grandchild, legal guardian, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) Up to two additional days without pay will be granted to employees for travelling time when this is warranted. Proof for the need to travel may be required by the Employer.

- (d) Such bereavement leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations.
- (e) When bereavement leave of absence is granted, any concurrent paid leave credits used shall be restored.
- (f) Every reasonable effort will be made to grant additional bereavement leave of absence without pay, if requested by the employee.
- (g) Bereavement leave must be taken at the time of death and/or burial and may not be saved nor banked in any way.

## **26.2 Jury Duty**

- (a) Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay and benefits equal to the length of the court duty. The employee must present a copy of the court document and/or summons to serve as a witness as proof of service and shall notify their supervisor immediately upon receipt of notification that they will be required to attend court as a juror.
- (b) An employee in receipt of their regular earnings while serving at a court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (c) In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.

## **26.3 General Leave**

Subject to operational requirements, the Employer may grant a leave of absence for emergency or unusual circumstances without pay to an employee requesting such leave. Employees may maintain coverage for health care plans provided in this agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence. Requests for such leave shall be in writing with at least two weeks' notice, except in cases of emergency. Such leave shall not be unreasonably withheld.

## **26.4 Benefits on Leave of Absence**

Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 workdays in a calendar year. Time off pursuant to Clause 2.12 (Right to Refuse to Cross Legal Picket Lines) shall not be taken into consideration.

## **26.5 Full-Time Public Duties**

The Employer shall grant, on four weeks' written request, leave of absence without pay and without gain or loss of seniority:

- (a) for employees to seek election in a municipal, provincial, or federal election, and or first nation governments or bodies for a maximum period of 90 days;
- (b) for employees elected to a public office for a maximum period of five years.

## **26.6 Special Leave**

The Employer shall provide one day off with pay for the purpose of attending a Citizenship ceremony.

## 26.7 Election Days

Any employee eligible to vote in a federal, provincial or municipal election or referendum who does not have four consecutive hours free from their employment between the hours of the opening and closing of the poll on polling day, is entitled to have such time as may be required to provide them with four consecutive hours during the hours in which the polls are open in which to cast their ballot.

The period of time shall be granted to each employee at the time of day that best suits the convenience of the Employer.

## 26.8 Compassionate Care Leave

An employee will be granted a compassionate care leave of absence in accordance with the *Employment Standards Act* without pay for up to 27 weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 weeks.

# ARTICLE 27 - JOB DESCRIPTIONS/CLASSIFICATIONS

## 27.1 New Job Descriptions

The Employer agrees to supply the President of the Union or their designate with the new job description for any positions established in the bargaining unit within 30 calendar days.

The job description shall include the job specifications and duties expected of each employee.

## 27.2 New Classifications/Duties

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

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

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

In the event that the Employer introduces significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any. Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within 30 calendar days of notification by the Employer.

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

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

**ARTICLE 28 - PAYMENT OF WAGES AND ALLOWANCES****28.1 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement. The rates of pay negotiated by the parties to this agreement are recorded in Appendix 1.
- (b) Except in the case of a termination of employment when the Employer will have the option to pay the wages owing by cheque or by direct deposit, an employee's pay shall be issued by direct deposit to the employee's bank account. Paystubs shall be provided to employees electronically via the Employer's payroll system.

**28.2 Paydays**

All employees shall be paid biweekly.

**28.3 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 calendar 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 Sundays, Saturdays or holidays.

**28.4 Substitution**

- (a) An employee who is designated by the Employer to temporarily substitute in a higher paying position for one shift or more and is performing the principal duties of the higher paying position shall be entitled to be paid at the rate of pay of the higher paid position for the period of substitution.
- (b) An employee who is designated by the Employer to a position with a rate of pay lower than their rate of pay shall maintain their regular rate of pay.

**28.5 Relief in Position Outside Bargaining Unit**

Where an employee within the bargaining unit is temporarily assigned by the Employer to perform the principal duties of a management position which is excluded from the bargaining unit, the employee shall receive 10% above their current rate of pay for all hours assigned. When the Employer is assigning such positions, the Employer will ensure consideration is given to current employees.

**28.6 Mileage**

An allowance of 54¢ per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

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

(c) The above provisions will be binding on the Employer once the employee notifies the Employer in writing of any incident or course of events which may lead to legal action against them. The employee must notify the Employer immediately should the following circumstances occur:

- (1) When the employee is approached by any person or organization notifying them of intended legal action against them;
- (2) When the employee themselves require or retain legal counsel in regard to the incident or course of events;
- (3) Where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee; or
- (4) When the employee receives notice of any legal proceeding of any nature of kind.

### **29.2 Copies of Agreement**

(a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, the Union shall print, in an agreed-to format and distribute sufficient copies to the stewards of the agreement for distribution to employees on staff.

(b) All agreements shall be printed in a union shop and bear a recognized union label.

(c) The Employer shall reimburse the Union for 50% of all costs.

### **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 \$200, for the repair or replacement costs, provided such personal possessions are of a type suitable for use while on duty.

### **29.4 Workload**

The parties agree that workloads must be reasonable and accomplishable within appropriate time periods.

Should a workload problem arise, either party can request a Labour/Management Committee meeting pursuant to attempt to resolve the matter at the local level.

If the workload problem is not resolved through the Labour/Management Committee, either party can pursue the matter at a second level. This second level involves the Employer's Human Resources designate from head office and the BCGEU staff representative who will then meet and attempt to negotiate a resolve to the matter.

## **ARTICLE 30 - MATERNITY, PARENTAL AND ADOPTION LEAVE**

The parties agree that in the event the periods of absence identified for these leaves in the British Columbia *Employment Standards Act* are extended during the term of this collective agreement, the provisions of Clauses 30.1 (Maternity Leave), 30.2 (Parental/Adoption Leave) and 30.3 (Employment Deemed Continuous) shall automatically be extended accordingly.

### **30.1 Maternity Leave**

(a) An employee is entitled to a maternity leave of absence from work, without pay, for a period of 17 consecutive weeks or a shorter period requested by the employee.

(b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four weeks notice prior to the date the employee proposes to commence leave and completion dates of the leave. The leave shall begin

- (1) no earlier than 13 weeks before the expected birth date and
- (2) not later than the actual birth date.

And ends no later than 17 weeks after the leave begins.

The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.

(c) An employee who requests leave under this clause after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.

(d) A request for shorter period under Subsection (c) must be given in writing to the Employer at least 21 calendar days before the date that the employee indicates they intend to return to work, and the employee must provide the Employer with a certificate of a physician stating that the employee is able to resume work.

(e) If an employee's pregnancy is terminated before a leave request is made under Subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.

(f) If an employee is unable to return to work following a leave of absence granted under either Subsection (a) or Subsection (e) preceding, the Employer upon request shall grant to the employee a leave of absence extension, without pay, not to exceed a total of six consecutive weeks further. To qualify, the employee must supply a certificate of a medical practitioner verifying the necessity of the leave.

### **30.2 Parental/Adoption Leave**

(a) Upon written request an employee shall be entitled to parental/adoption leave of up to 62 consecutive weeks (61 for the birth parent) without pay or a shorter period the employee requests.

(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave between them.

(c) An employee shall give four weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Clause 30.1(Maternity Leave)(b) or other evidence of the employee's entitlement to leave. In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.

(d) Parental leave shall commence:

- (1) in the case of a birth mother, immediately following the end of the maternity leave taken under Clause 30.1 (Maternity Leave)(c), unless the Employer and the employee agree otherwise;
- (2) in the case of a non-birth parent following the birth of the child and within the 78-week period after the birth date; and

(3) in the case of an adopting parent, following the adoption of the child and within the 78-week period after the date the adopted child comes into the actual care and custody of the parent.

(e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

### **30.3 Employment Deemed Continuous**

The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Article 19 - Vacation provided the employee returns to work for a period of not less than six months and Article 24 - Health and Welfare. The Employer shall continue to make payments to Health and Welfare Plans, in the same manner as if the employee were not absent where the employee elects to pay their share of the cost of the plans.

Failure by the employee to remit monthly premiums within 31 calendar days after the due date will result in cancellation of benefits. Reinstatement of benefits upon return to work may require medical clearance, at the employee's cost, by the insurers according to the carrier's policy.

### **30.4 Reinstatement**

(a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this article shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken, or, if the position no longer exists, the employee may exercise their rights in accordance with Article 13 - Layoff and Recall.

(b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this agreement, comply with Clause 30.4 (Reinstatement)(a).

### **30.5 Deemed Resignation**

The employee shall be deemed to have resigned on the date upon which they have given notice to return to work for leaves under Clauses 30.1 (Maternity Leave) and 30.2 (Parental/Adoption Leave) and does not return unless there are extraordinary circumstances.

## **ARTICLE 31 - CASUAL EMPLOYEES**

### **31.1 Change of Status**

A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy.

### **31.2 Application of Agreement**

Casual employees are entitled to all benefits of this agreement except the following or where otherwise stated in those articles:

- Clause 11.5 (Accrual and Loss of Seniority) (a)(1)
- Clause 12.3 (Probationary Period)
- Article 13 - Layoff and Recall Procedures
- Clause 14.3 (Scheduling Provision) (a), (b), (e) and (h)

Clause 17.2 (Educational Leave)

Article 19 - Vacation except for 19.1(b)

Article 20 - Short-Term Illness & Injury Plan

Article 22 - Workforce Adjustments and Other Changes

Article 24 - Health and Welfare

Article 26 - Special and Other Leave, except for Clause 26.3 General Leave and 26.7 Election Days

### **31.3 Casual Employee Work Assignment**

(a) The Employer shall consider seniority and the necessity for on-the-job orientation of new employees in the calling of casual employees. Casual assignments will be offered to casual employees so as to maintain their relative standing on the seniority list.

(b) A casual employee shall be entitled to register for work in any position in any one department for which they have the qualifications to perform.

### **31.4 Rate of Pay and Seniority for Casual Employees**

Casual employees who report for work at the call of the Employer shall be paid in accordance with Appendix 1 - Wage Schedule. Casual employees shall accumulate seniority based on hours worked.

### **31.5 Casual Availability**

(a) Casual and regular part-time employees registered for casual work shall notify the Employer one month in advance of the dates and times which they will be available to work in the upcoming month on the form provided by the Employer.

(b) A list of all employees who have submitted their availabilities will be kept with the call-in log book.

(c) The Employer shall be obliged to call a casual employee only for those days on which the employee is available.

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

(e) Casual employees who refuse two calls in six consecutive pay periods, for which they submitted availability, and who work no shifts within that submitted period of availability, will be removed from the casual seniority list and deemed to have abandoned their employment, except in the case of illness, vacation, maternity or parental leave, or other approved leave.

(f) Casual employees who fail to provide availability for three consecutive months will be removed from the casual seniority list and deemed to have abandoned their employment, except in case of illness, vacation, maternity or parental leave, or other approved leave.

(g) Casual and regular part-time employees registering for casual work must notify the Employer immediately of any change in availability.

### **31.6 Casual Employee Call-in**

(a) The manner in which casual employees shall be called to work shall be as follows:

(1) The Employer shall call by telephone those casual employees who are registered in any one position, calling the most senior employee first.

(2) Only one phone call need be made to a qualifying employee.

- (3) The Employer shall then call the next qualifying employee on the seniority list.
- (4) 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.
- (b) In the event the casual employee uses a telephone answering machine, the Employer is obligated to leave a message to return the phone call. within five minutes (with less than 48 hours notice). If the employee does not return the call within those five minutes, the Employer may proceed as if they were unable to make contact with the employee.
- (c) Where more than 48 hours notice is provided, the Employer shall wait 15 minutes before calling the next employee. If an employee returns a call from a message left and the shift remains unfilled, the Employer will offer it to the employee. If the shift has been filled by the time that the employee returns the call, the Employer will advise the employee that the shift is no longer available.
- (d) Casual and part-time employees will provide one phone number at which to be contacted for casual shifts.
- (e) Regular part-time employees may register for casual work in writing under this article specifying days of availability and shall be called in to work in order of seniority. Hours worked by regular part-time employees under this section shall be credited to the employee in the accumulation of entitlements.
- (f) The Employer shall only be obliged to call regular part-time employees on days which they are not scheduled to work, and provided that no overtime pay is required.
- (g) If acceptance of a shift will put an employee in an overtime situation, then that employee will not be considered eligible to pick up the shift unless there are no other employees on the shift pick-up list available to take the shift.

### **31.7 Casual Probationary Period**

- (a) Casual employees shall serve a probationary period of 450 hours of work. During said probationary period, casual employees may be terminated during this time based on a test of suitability.
- (b) A casual employee who has not completed probation and who is the successful applicant for a regular position will be required to complete their probationary period and, from their first day in the regular position, concurrently serve a qualifying period in accordance with Clause 12.4 Qualifying Period.
- (c) A casual employee who has completed probation and who is the successful applicant for a regular position will be required to complete the qualifying period under Clause 12.4 Qualifying Period.

## **ARTICLE 32 - TERM OF AGREEMENT**

### **32.1 Duration**

This collective agreement shall be for the period of May 1, 2019 to the earlier of:

- (a) wage levelling by the Government of BC ("*the Government*") ends for employees; or
- (b) September 30, 2023.

**32.2 Notice to Bargain**

- (a) This agreement may be opened to collective bargaining by either party giving written notice to the other party as stipulated in Memorandum of Agreement 1 (Term of Agreement).
- (b) Where no notice is given by either party as per the terms of Memorandum of Agreement 1 (Term of Agreement), both parties shall be deemed to have given notice under Memorandum of Agreement 1 (Term of Agreement).

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Dea Mantel  
Director, Labour & Employee Programs

\_\_\_\_\_  
Sharon Payment  
Bargaining Committee

\_\_\_\_\_  
Thuyen (Diana) Tran  
Bargaining Committee

\_\_\_\_\_  
Deb Wilson  
Staff Representative

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

**APPENDIX 1  
Wage Schedule**

Classification	Current (2018 pre-wage leveling)
Concierge/Night Auditor (+ 20¢ per hour)	\$19.03
Health Care Aide	\$21.12
Resident Engagement Assistant	\$21.75
Maintenance Assistant	\$18.83
Environmental Services Manager	\$28.20
Vitalis Coordinator	\$25.64
Residential Care Aide Coordinator	\$25.64

See Information Appendix 1 Re Wage Increases

\*Upon ratification new benefit improvements are implemented.

\*January 1, 2016:

- New vacation language takes effect.

\*January 1, 2017:

- New sick leave entitlements are implemented.
- New bereavement language implemented.

**INFORMATION APPENDIX 1  
Wage Increases**

This appendix is for information purposes only. The rates of pay shown are based on the provincial mandate agreed to at the Facilities and Nurses' sectoral tables.

Wage rates effective April 1, 2023:

The wage leveling program provides for a 25¢ per hour plus 3.24% wage increase effective April 1, 2022 and a 6.75% general wage increase effective April 1, 2023. The rates of pay in effect are:

Classification	Current (2018 pre-wage leveling)	April 1, 2023	Sector Match	Wage Leveling Job Match	Wage Leveling Job Match Grid#
Concierge/Night Auditor (+ 20¢ per hour)	\$19.03	\$23.38	FBA	Clerk II, Receptionist - 10303	10
Health Care Aide	\$21.12	\$28.74	FBA	Nursing Assistant 1 15301	22
Resident Engagement Assistant	\$21.75	\$28.74	FBA	Activity Worker II - 15002	22
Maintenance Assistant	\$18.83	\$24.70	FBA	Maintenance Worker II - 13102	13
Environmental Services Manager	\$28.20	\$31.34	FBA	Maintenance Supervisor I - 13401	28

Classification	Current (2018 pre-wage leveling)	April 1, 2023	Sector Match	Wage Leveling Job Match	Wage Leveling Job Match Grid#
Vitalis Coordinator Residential Care Aide Coordinator	\$25.64	\$32.92	NBA	LPN Level 2	1 <sup>st</sup> year
		\$33.88			2 <sup>nd</sup> year
		\$34.90			3 <sup>rd</sup> year
		\$35.44			4 <sup>th</sup> year
		\$35.98			5 <sup>th</sup> year
		\$36.52			6 <sup>th</sup> year
		\$37.06			7 <sup>th</sup> year
		\$37.61			8 <sup>th</sup> year
		\$38.15			9 <sup>th</sup> year
		\$41.55			10 <sup>th</sup> year
		\$42.05			15 <sup>th</sup> year
		\$42.80			20 <sup>th</sup> year
		\$43.80			25 <sup>th</sup> year
	\$45.05			30 <sup>th</sup> year	

### Ratification Payment

Upon ratification, the Employer shall provide a ratification payment to all employees who worked at any time between May 1, 2019 and the date of ratification inclusive. The ratification payment shall be 2.0% of earnings from May 1, 2019 to the date that wage leveling came into effect (*aligned to the closest pay period*). For the purpose of this memorandum of agreement, “*earnings*” means the employee’s gross earnings over the agreed period.

*The Ratification Payment would only apply to employees employed on the date of ratification.*

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

### APPENDIX 2 Excluded Positions

It is agreed that the following positions are excluded from the Union:

General Manager  
Sales Advisor  
Resident Engagement Manager

### MEMORANDUM OF AGREEMENT 1 Term of Agreement

The parties agree that:

1. If this collective agreement expires both as a result of wage levelling by the Government ending for employees as per Clause 32.1(a) (Duration) and before June 30, 2023:

- a. When meeting to renegotiate the collective agreement, the parties will restrict the scope of bargaining to wages only.
  - b. The term of the new collective agreement will be one year, unless the parties agree otherwise.
  - c. Notwithstanding s.45 and 46 of the *Code*, the parties agree that notice to bargain will be provided as such:
    - (i) 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. Every effort will be made to give notice within 14 days of receiving notice from the Government. If no notice is given, notice will be deemed to have been given on June 30, 2023.
    - (ii) The parties will meet to renegotiate the collective agreement within 60 days of expiry.
2. If this collective agreement expires both as a result of wage levelling by the Government ending for employees as per Clause 32.1(a) (Duration) and after June 30, 2023:
- a. When meeting to renegotiate the collective agreement, the parties will restrict the scope of bargaining to wages only.
  - 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. Every effort will be made to give notice at least 60 days in advance, when that much notice is given by the Government.
3. If this collective agreement expires on September 30, 2023:

Notice to bargain will be served by either party giving written notice to the other party on or after June 1, 2023, but in any event, no later than midnight July 2, 2023. If no notice is given, notice will be deemed to have been given on July 2, 2023.

**MEMORANDUM OF UNDERSTANDING 1**  
**Memoranda of Agreement and Letters of Understanding Continue**

All letters of understanding, memoranda of agreement and memoranda of understanding between the Union and the Employer shall continue in full force and effect during the lifetime of this agreement unless specifically agreed otherwise.