

COLLECTIVE AGREEMENT

between

**AMICA AT SOMERSET HOUSE
(Amica Mature Lifestyles Inc.)**

and the

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

Effective from June 1, 2019 to May 31, 2022

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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 by Somerset House 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 by 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 Feminine and Singular Terms

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

1.5 Harassment in the Workplace

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment ("*Harassment*"), and the Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.

1.6 Personal and Psychological Harassment Definition

- (a) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:
 - (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
 - (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
 - (3) is seriously inappropriate and serves no legitimate work-related purpose.

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

1.7 Sexual Harassment Definition

(a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering, staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

(c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(d) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

1.8 Harassment Complaints

(a) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.

(b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.

(c) The complainant and the respondent (if they are a member of the Union) have the right to union representation.

(d) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.

(e) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.

(f) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

1.9 Harassment Complaints Procedure

(a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.

- (b) A complaint must be submitted through the Union and/or directly to the General Manager. When the General Manager has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.
- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 29 (Harassment), and the remedy sought.
- (d) The Employer designate will investigate the complaint and will complete their report in writing within 30 days.
- (e) The Employer will take action to resolve the complaint within 10 days of receiving the investigator's report.
- (f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.
- (i) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

1.10 Arbitrator

- (a) Where either party to the proceeding is not satisfied with the Employer designate's response under 1.7(d) above, the complaint will, within 30 days of that response, be put before an arbitrator.

Where no response under 1.7(d) above is provided within 60 days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

- (1) dismiss the complaint,
 - (2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit, and
 - (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (b) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the General Manager or the Arbitrator.
- (c) The Arbitrator chosen will be the Arbitrator that has the earliest available date that is at least 14 days after the date of referral.

1.11 Anti-Bullying

- (a) The Employer and Union supports the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.
- (b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:

- (1) intimidates, shows hostility, threatens and offends others;
- (2) interferes with a worker's performance;
- (3) otherwise adversely affects others.

(c) An employee who wishes to pursue a concern arising from alleged bullying may submit a complaint in writing, within 15 days of the latest alleged occurrence, through the Union or directly to the General Manager or their designate (the "*General Manager*"). Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.

(d) Immediate defusing, debriefing where deemed appropriate will be made available to employees, by qualified practitioners, at no cost to the affected employee.

(e) The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within 15 days.

(f) An employee in need of assistance may call WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information in the workplace.

ARTICLE 2 - RECOGNITION OF THE UNION

2.1 Bargaining Agent or Recognition

(a) The Employer recognizes the B.C. Government Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board applies.

(b) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification except those employees employed in positions listed in Appendix 5.

2.2 No Other Agreement

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

2.3 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 Administrator or designate with whom the Union may be required to transact business.

2.4 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 Chairperson of the Union Bargaining Committee and 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 Chairperson of the Union Bargaining Committee.

2.5 Union Representatives

(a) The Employer agrees that access to its premises will be granted to a BCGEU staff representative, or authorized alternate, when dealing with or negotiating with the Employer, or in the absence of a shop steward when investigating and assisting in the settlement of a grievance.

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

2.6 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.

2.7 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 local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and the Bargaining Committee Chairperson. A steward shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

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.

2.8 Bulletin Boards

The Employer shall provide one bulletin board for the exclusive use of the Union, the sites 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.

2.9 Badges, Insignia 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."

2.10 Membership Information

- (a) The Employer agrees to provide to the Union on a quarterly basis, a list of all union members, their current job classification, employee status and addresses known to the Employer.
- (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.

2.11 Right to Refuse to Cross 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 appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay and benefits.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

2.12 Unpaid Leave - Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted with 14 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;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) to employees called by the Union to appear as witnesses before an arbitration board or the Industrial Relations Council of BC, provided the dispute involves the Employer; or
 - (4) to three employees who are representing the Union to carry on negotiations with the Employer.
- (b) The Employer shall grant, on request, leave of absence without pay:
 - (1) For employees selected for a full-time position with the Union for a period of one year.
 - (2) For an employee elected to the position of president, or treasurer of the B.C. Government and Service Employees' Union.
 - (3) For an employee elected to any body to which the Union is affiliated.
 - (4) For employees to seek election in a municipal, provincial, federal, first nation or other aboriginal election for a maximum period of 90 days;
 - (5) For employees elected to a public office for a maximum period of two years.

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 Excluded Personnel

It is agreed 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 regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose.

The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

All deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

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

(c) The Employer will submit union dues remittance by EFT. The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.

(d) Each EFT email will also include:

- (1) employer name
- (2) pay period type (e.g.: monthly, semi-monthly, biweekly, etc.)
- (3) pay period number
- (4) pay period end date
- (5) pay period pay date

(e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted, provided that the changed deduction can be reasonably accommodated by the Employer's payroll system.

The Union will give reasonable notice to the Employer of any change in union dues, assessments, fees, or other amounts which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

(f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except by mutual agreement of the parties to this agreement.

(g) At the same time that Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of union dues paid by the employee for the previous year (the year for which the T4 slip is provided). Every reasonable effort shall be made for these to be available to the employee at the earliest possible date, or not later than March 1st of the succeeding year.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

(a) The Employer agrees to acquaint 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. The Employer agrees to provide the name, worksite phone number, email address, and location of the new employee's steward.

(b) The Employer will notify the steward of new employees within 10 days of the start date of the new employee. A union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

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 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 reasonable rules of conduct and procedure 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 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.

7.2 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.

7.3 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 WCB, 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.

7.4 Lock-up for Personal Effects

The Employer will not enter an assigned locker without the presence of the employee and 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 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.

7.6 Labour/Management Committee

- (a) There shall be established a Labour Management Committee composed of two union representatives and two employer representatives. 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.
- (c) An employer representative and union representative shall alternate presiding over meetings.

(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;
- (2) correcting conditions causing potential grievances and misunderstanding.

ARTICLE 8 - GRIEVANCES

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.

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. The aggrieved employee shall have the right to have their steward present at such a discussion. Grievances will be submitted within 21 calendar days after the date on which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, they shall not where possible act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

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, 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, 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 designated supervisor through the union steward.

(b) The supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

8.5 Time Limit to Reply at Step 2

(a) Within 10 calendar days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 14 calendar days of receiving the grievance at Step 2.

8.6 Step 3

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

(a) 14 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) 14 calendar days after the Employer's reply was due.

8.7 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 14 calendar days of receipt of the grievance at Step 3.

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3 and pursuant to Article 9, the President or their designate may inform the Employer of their intention to submit the dispute to arbitration within:

(a) 21 calendar days after the Employer's decision has been received; or

(b) 21 calendar days after the Employer's decision was due.

8.9 Administrative Provisions

(a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail, by facsimile, or by any other delivery for which a receipt is given.

(b) Grievances and notifications shall be deemed to be presented on the day on which they are registered or sent by facsimile. Replies shall be deemed received on the date they were delivered or sent by facsimile to the appropriate offices of the Employer or the Union.

(c) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

(d) In the case of facsimile, the sender agrees to confirm receipt of said document with a follow-up telephone call and to send original in by regular mail.

8.10 Time Limits

If the President of the Union or their designate, an employee, or an employer fails to process a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither party will be deemed to have prejudiced its position on any future grievance.

8.11 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

8.12 Policy Grievances

Where either party to this agreement disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the General Manager, their designate or the Union within 30 calendar days of the occurrence. Where no satisfactory agreement is reached, either party, within a further 14 calendar days, may submit the dispute to arbitration, as set out in Article 9 of this agreement.

8.13 Dismissal or Suspension

- (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.

8.14 Technical Objections to Grievances

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

8.15 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 mutual request of the parties:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five days of the date of receipt of the request and for those five days from that date time does not run in respect of the grievance procedure.

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

ARTICLE 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, notify the other party 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 the Arbitrator

When a party has requested that a grievance be submitted to arbitration, the parties agree to refer the matter to a single arbitrator within 14 calendar days.

9.3 Failure to Appoint

If the recipient of the notice fails to agree on the Arbitrator within 14 calendar days, the appointment shall be made by the Ministry of Labour, at the request of either party.

The Arbitrator may determine their own procedure in accordance with the *Labour Code* and shall give full opportunity to all parties to present evidence and make every effort to render a decision within 30 days of their first meeting.

9.4 Decision of Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which they deem just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

9.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify their decision. The Arbitrator shall make every effort to provide written clarification within seven days of receipt of the application.

9.6 Expenses of Arbitration

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

9.7 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent 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 offices of Amica at Somerset House and the Union will be used for the process on an alternating basis starting with the union office;
- (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 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.

10.2 Notice of Dismissal or Suspension

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.

10.3 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports. 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. Upon the employee's request any such document, other than employee appraisals, shall be removed from the employee's file after the expiration of 12 months from the date it was issued provided there has not been any further infraction. However, all proven cases of harassment shall remain on record for two years. 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 time the document was placed on the employee's file.

10.4 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 48 hours 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 doesn't 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.

10.5 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 personnel file, exclusive of employee references. The employee shall be entitled to review their personnel file, exclusive of employee references. The file shall be reviewed in the place where the file is normally kept and in the presence of a designated management representative. The Employer will provide copies of file entries exclusive of employee references as requested. The employee or the President, as the case may be, shall give the Employer five working days' notice prior to having access to such information.

10.6 Right to Have Steward Present

- (a) Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor must 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. An employee has the right to have their shop steward present during any disciplinary discussions. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) Notwithstanding (a) above, if a supervisor intends to interview an employee during the presentation of an adverse employee performance appraisal, the right to have a shop steward present does not apply. However, the discussions at that interview are on a "*without prejudice*" basis.
- (c) 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 an undue delay of the appropriate action being taken.

10.7 Employment Abandoned

Any employee who fails to report for work for three days 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 Seniority Defined**

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 with the Union.

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, job classification, 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 Accrual and Loss of Seniority

(a) Seniority shall accrue on the basis of straight-time hours paid. When determining what hours are counted as paid hours, the following shall apply:

- (1) any time off paid for by the Employer;
- (2) maternity and adoption leave as per Article 20;
- (3) time off as the result of any injury or illness, which may be paid by STIP or WCB shall be counted as time worked;
- (4) time off as per Article 19 (e.g. unpaid leave, union business to a maximum of 30 calendar days per calendar year).

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

- (1) they are discharged for just cause;
- (2) they voluntarily terminate their employment;
- (3) they are on layoff for more than one year;
- (4) they abandon their position in accordance with Clause 10.7;
- (5) they are on layoff and fails to report when recalled for work of an ongoing nature within seven calendar days after being notified of recall by registered mail from the Employer.

11.4 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.

11.5 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. 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 a 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's 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 full-time and temporary full-time vacancies or new positions which are either indefinite or in excess of three calendar months.

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 electronically and 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 or range.
- (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.

12.2 Selection Criteria

Selection of an applicant for a position posted pursuant to Clause 12.1 will be in accordance with the following procedures:

- (a) If one or more applicant(s) has the same classification as the position posted, then the most senior such applicant will be selected.
- (b) If there are no applicants meeting the criteria of (a) above, then the following procedure will apply:
 - (1) the selection standards as established for each position or class of positions shall be used to assess the merit of candidates as to education, knowledge, experience, skills or any other matters that are necessary having regard to the duties to be performed. The selection standards shall not be inconsistent with any classification standard prescribed for that position or any position in that class;
 - (2) Where two or more applicants have qualifications, ability and experience 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.

- (c) The successful applicant for a full-time or new position must have completed, or be given the opportunity to complete the qualifying period of 350 hours prior to being confirmed in the position.

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 part-time employees shall not exceed six calendar months.

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 350 hours of work. 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 job classification, or if the employee wishes to return to their former position, they shall be returned to their former position, and wage/salary 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 or salary rate, without loss of seniority. The qualifying period for part-time employees shall not exceed six calendar months. For a casual employee filling a regular position see Appendix 5.

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 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. This procedure will apply for assigning work to the following job categories: housekeepers, servers, maintenance person, concierge, front desk clerks, and night auditor. The job categories outlined in the foregoing will be considered a separate seniority unit for this clause.
- (b) Notwithstanding (a) above, the Employer may provide on the job training opportunities in the above job categories. 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.
- (c) All work of a less than three-month duration in the remaining job categories will be assigned as operational requirements permit, taking into consideration qualifications, seniority, and on the job training requirements.

12.8 Recruitment

If the Employer is unable to fill all job vacancies and work assignments in accordance with the procedures outlined in the collective agreement, external recruitment may be utilized.

ARTICLE 13 - LAYOFF AND RECALL

Definition of a Layoff

- (a) Lay off shall be deemed to be a cessation of employment or a reduction in hours of work where such reduction eliminates or reduces an employee's coverage under health benefits.
- (b) Where the Employer intends to reduce regular 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.
- (c) Employees shall be laid off by job category in reverse order of seniority within the bargaining unit.
- (d) In the event of a lay off, a laid off employee may bump a less senior employee, provided the employee is qualified to do the job of the less senior employee.

Bumping rights must be exercised within five working days of notification of lay off by providing written notice to the General Manager.

- (e) Employees on layoff shall be recalled in order of seniority subject to being available, willing, and qualified of performing the work.
- (f) In the event of a permanent lay off, four weeks' notice will be given to an employee with less than three years seniority and six weeks' notice will be given to an employee with more than three years seniority.
- (g) It is the responsibility of all laid off employees to keep the Employer advised at all times of where and how they can be contacted for recall purposes.

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.

14.2 Hours of Work

The hours of work of a full-time employee will normally be seven and one-half hours per day, exclusive of an unpaid meal period, and an average of thirty-seven and one-half hours per week.

14.3 Scheduling Provisions

- (a) The Employer shall arrange all regular shift schedules and post them at least 14 days in advance of the effective date.
- (b) 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. The foregoing does not apply in the event of an employee exercising their rights under this agreement, except for vacation and statutory holiday entitlement.
- (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.
- (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 Article 14.3.

- (e) Employees may exchange shifts with the approval of the Employer, provided there is no increase in cost to the Employer.
- (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.
- (g) 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.

14.4 Rest and Meal Periods

- (a) There shall be a 15-minute rest period in each half of any shift that is six hours or longer. Employees working less than six hours, but a minimum of four hours, will receive one 15-minute paid rest period.
- (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) Employees on shift who are required to be on call during their lunch period shall receive their lunch period at straight-time rates. This time will not be considered for the purpose of Article 15 - Overtime.
- (d) When an employee's meal break occurs during a period when the kitchen is open, the employee may purchase food from the kitchen at a cost of:

\$3.00 breakfast
\$5.00 lunch
\$5.00 dinner

Dining room staff may purchase the food at the rate of \$3.00 for lunch and dinner. Breakfast will be at no cost to the dining room staff.

14.5 Daylight Savings Changeover

On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, of conversion to Pacific Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Saving Time, the resultant reduction of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

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.
- (b) "Straight-time rate" means the hourly rate of remuneration.
- (c) "Time and one-half" means one and one-half times the straight-time rate.
- (d) "Double-time" means twice the straight-time rate.
- (e) "Double-time and one-half" means two and one-half 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 and one-half for the first three hours of overtime on a regularly scheduled workday;
- (b) double-time in excess of (a);
- (c) time and one-half 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. 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 and one-half hours overtime following their scheduled hours of work shall be provided with a meal at the Employer's expense.

ARTICLE 16 - PAID HOLIDAYS**16.1 Paid Holidays**

- (a) Employees shall be entitled to a day off with pay for each of the following statutory holidays:

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

Any other holiday proclaimed as a holiday by the federal government or the government of the Province of British Columbia shall also be a paid holiday.

- (b) An employee shall have the option of working Boxing Day and Easter in exchange for two paid days off to observe religious holidays other than those referenced in 16.1 (a) above. Employees exercising this option, shall not be entitled to holiday pay pursuant to Article 16.3 and shall provide written proof of membership in a bona fide recognized religion and shall provide a list of Holidays at the beginning of the calendar year for which leave will be requested. It is understood that this clause involves no increased cost to the Employer.

- (c) Full-time employees are entitled to a floater holiday with pay once per calendar year.

16.2 Scheduling of Paid Holidays

The Employer and the employee shall mutually agree, subject to operational requirements, to schedule the day which corresponds to the employee's statutory holiday entitlement.

16.3 Holiday Falling on a Scheduled Workday

An employee who works on any of the above-noted holidays shall be compensated as follows at the employee's option:

- (a) one and one-half times the straight-time rate, plus a day off in lieu; or
- (b) two and one-half times the straight-time rate, with no day off in lieu.

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 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 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.

16.7 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Years Day off. The employee shall indicate their preference in writing by October 1st of each year.

An employee working Christmas or New Year's Day shall be paid double-time and a day in lieu for time worked.

16.8 Lieu Days

(a) Lieu days arising from designated paid holidays shall be scheduled with the mutual agreement of the Employer subject to operational requirements.

An employee may by mutual agreement about lieu days to scheduled vacation. Such request shall not be unreasonably withheld.

(b) Employees are eligible to carry over up to 40 hours of lieu days in a calendar year.

(c) Employees who, at the date of ratification of this collective agreement, have accumulated more than 40 hours of lieu days shall schedule any hours in excess of 40 hours no later than June 1, 2016. Any hours pursuant to this clause not scheduled by June 1, 2016, will be paid out to the employee.

ARTICLE 17 - ANNUAL VACATIONS**17.1 Entitlement**

(a) Employees shall be credited for and granted vacations earned in respect of continuous service as follows:

1 st year.....	10 days, 4%
2-4 years.....	15 days, 6%
5+ years.....	20 days, 8%

(b) Effective date of ratification by the Union, employees with five or more years of service will be entitled to one additional vacation day per year, to a maximum of 25 days, 10%.

17.2 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.

17.3 Vacation Carryover

An employee may carry over up to five days' vacation leave per vacation year except that such vacation carryover shall not exceed five days at any time.

17.4 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 thereby by them, 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.

17.5 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.

17.6 Vacation Scheduling

- (a) Subject to operational requirements, scheduling of vacations shall be in accordance with service seniority within a department. The departments are as follows:
 - (1) Housekeeping;
 - (2) Maintenance;
 - (3) Cooks;
 - (4) Servers; and
 - (5) Administration.
- (b) Where an employee chooses to split their vacation, they were 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 1st to September 30th, 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.

17.7 Vacation Schedules

- (a) Employees shall submit their vacation requests to their department head on or before March 1st for the period between May 1st to April 30th.

The approved vacation schedule shall be posted by April 1st.

- (b) An employee who does not exercise their seniority rights by the cutoff dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation schedules, once posted, shall not be changed except with the mutual agreement of the Employer and employee.

17.8 Vacation Pay

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

17.9 Approved Leave of Absence with Pay During Vacation

When an employee is in receipt of the sick leave provision or on leave with pay in accordance with Clauses 19.2, 19.5 and 19.6 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 days of returning to work.

17.10 Vacation Credits Upon Death

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

ARTICLE 18 - WORKERS' COMPENSATION

18.1 Sick Leave/Workers' 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 WCB wage-loss replacement benefits shall be considered as being at work and shall receive seniority and benefits as if they were employed to a maximum of 17 weeks.

18.3 Employee to Contact Employer

Employees who are absent from work due to a Workers' Compensation Board 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.

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage-loss replacement benefits may 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.

ARTICLE 19 - SPECIAL AND OTHER LEAVE

19.1 Special Leave

Special leave with pay may be used for the following purposes:

- (a) attend formal hearing to become a Canadian Citizen - one day;
- (b) paternity leave - two days;
- (c) for sudden serious illness of a spouse, elderly parent, or child residing with the employee, and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care - up to two days annually;
- (d) marriage of the employee - three days;
- (e) serious household emergency - up to two days;
- (f) moving household furniture and effects - one day;
- (g) domestic violence leave - up to two days.

19.2 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.
- (b) Leave of absence with pay for up to four 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, grandparents, stepparent, stepsibling, foster child, stepchild, grandchild, or legal guardian.
- (c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be entitled to compassionate leave for one day.
- (d) In the event of the death of another relative or friend of the employee, one day off without pay shall be granted for the purpose of attending the funeral.
- (e) Such bereavement leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations.
- (f) When bereavement leave of absence is granted, any concurrent paid leave credits used shall be restored.
- (g) Every reasonable effort will be made to grant additional bereavement leave of absence without pay, if requested by the employee.
- (h) Bereavement leave must be taken at the time of death and/or burial and may not be saved nor banked in any way.

19.3 Unpaid Leave for Public Office

The Employer will grant leave of absence without pay, if required, to employees elected to a municipal council or school board to attend meetings, or related committee meetings. Employees shall be granted unpaid leave of absence for up to 30 days to enable them to run for elected public office.

19.4 Unpaid Leave

- (a) An employee may request unpaid leave of absence for any purpose excluding engaging in gainful employment. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice of at least 14 days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Taking into account operational requirements, the Employer's approval for such leave shall not be unreasonably denied.
- (b) Any employee who has been granted leave of absence and who over stays such leave by more than three working shifts, unless permission is obtained or a satisfactory explanation is provided, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.
- (c) When an employee is away on unpaid leave of absence exceeding 20 consecutive working shifts in any year, the employee shall not accumulate benefits or seniority from the twenty-first day of the unpaid leave to the last day of the unpaid leave; except as otherwise specified in this agreement.

19.5 Education Leave

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. Employees who are required by the Employer to re-certify for courses shall be granted leave with pay. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course-required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) When an employee goes on approved Education Leave, upon completion of the leave they were will return to their former position.

The following courses will be provided to employees during their regularly scheduled shift(s) without loss of pay:

- Practical Skills on How to Work with Seniors with Health Issues
- Food Safe Course;
- CPR;
- WHMIS;
- Occupational First Aid;
- Serve It Right; or any other required or related courses.

If the course is provided outside of the employee's regularly scheduled shift, the employee will be credited with earned time off (ETO) with pay, for the time spent on the course. The ETO will be scheduled mutually by the employee and the designated supervisor.

Selection of employees for course attendance will be done by service seniority within the job category.

19.6 Jury Duty and Leave for Court Appearances

Full-time employees who are subpoenaed to serve as jurors or witnesses, for the Crown, in any criminal proceeding provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. 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.

In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

19.7 Leave for Medical and Dental Care

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted. Such absence shall be with pay up to two hours for full-time employees. Part-time employees will be granted this leave without pay.

Proof of appointment in writing is required to qualify for the inability to schedule the said appointment for any other time outside working hours.

19.8 Election Days

Any employee eligible to vote in a federal, provincial or municipal election or referendum who does not have three 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 three 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.

ARTICLE 20 - MATERNITY, ADOPTION AND PARENTAL LEAVE

20.1 Maternity and Adoption and Parental Leave

- (a) A pregnant employee shall qualify for maternity leave upon completion of the initial probation period.
- (b) The employee shall normally provide the Employer with 21 days written notice in advance of the intended commencement and completion dates of the leave. In the case of pregnancy, the employee shall provide the Employer with a medical doctor's certificate of the estimated date of delivery.
- (c) An employee who is pregnant, or who adopts a child, is entitled to 17 consecutive weeks of unpaid leave.
- (d) Where an employee intends to return to work sooner, or later, than the original completion date, the employee shall give the Employer at least four weeks written notice in advance. Maternity or adoption leave may be extended by a period up to a maximum of six weeks when approved in writing by a duly qualified medical practitioner.
- (e) The birth mother may take unpaid parental leave up to 62 consecutive weeks beginning immediately after maternity leave expires, to a maximum combined period of 78 weeks.

The birth father or adoptive parent may take unpaid parental leave up to 62 consecutive weeks beginning after the child's birth and within 72 weeks after that event, and must conclude within that 72 week period.

- (f) The employee may with agreement of the Employer, defer the commencement of maternity leave for any period approved in writing by a doctor provided the employee is able to satisfactorily perform their duties.

20.2 Benefits

- (a) The Employer shall maintain coverage for medical benefits while an employee is on maternity/adoption leave, and shall pay 100% of the cost of the premiums. The Employee shall be responsible for pre-paying their portion of the cost (if any) of any extended medical or dental benefits in which the employee participates in while on maternity, adoptive or parental leave.
- (b) Maternity/adoption leave for employees in their initial probationary period shall be in accordance with the *Employment Standards Act*.

20.3 Sick Leave During Pregnancy

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

20.4 Vacation

Notwithstanding Article 20.1, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity/adoption leave providing the employee returns to work for a period of not less than six months. Vacation earned pursuant to this article may be carried over to the following year, notwithstanding Article 17.

20.5 Return to Work

- (a) The employee will give the Employer written notice of at least 21 days prior to the expected date of return to work. An employee who returns to work after the expiration of the maternity, adoption or parental leave shall retain the seniority accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which the leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave, or if the employee does not return to work on the date specified in the notice of return to work.
- (c) On return from maternity/adoption leave an employee shall be placed in their former position or in a position of equal rank and pay.

20.6 Extension of Maternity Leave

Maternity leave as provided in Article 20.1 may be extended up to an additional six consecutive months where an employee is unable to work for reasons related to the birth or the termination of the pregnancy provided such request is substantiated by a doctor's certificate.

ARTICLE 21 - SAFETY AND HEALTH

21.1 Conditions

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment will be fully complied with. First aid attendants, kits and equipment will be supplied in accordance with this section.

21.2 Working Environment

A safe and clean working environment is essential in order to carry out work assignments. The Employer will provide health and safety orientation before a new or young worker carries out their first shift.

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

21.3 Mental Health

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health.

21.4 Joint Health and Safety Committee

- (a) The parties agree to participate in developing a program to reduce risk of occupational injury or illness. Policies and procedures relating to health and safety will be recommended by the Committee for implementation by the Employer.
- (b) The Committee will meet at least once per month or at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload.
- (c) The Committee will carry out all the functions and duties as per Part 3, Division 4, Section 130 of the *Workers Compensation Act*.

Each worksite will have a Joint Health and Safety Committee and membership will be as follows:

- (1) the Committee will be comprised of a minimum of two worker representatives appointed by the Union and one employer representative appointed by the Employer. In no case will the Employer's members outnumber those of the Union. Worker representative alternates will also be appointed to the Committee by the Union and will be afforded the same rights and responsibilities as a regular member of the Committee.
 - (2) a worker co-chair will be elected from the worker representatives of the Committee and the Employer Co-Chair will be appointed by the Employer.
 - (d) Worker representatives of the Committee shall not suffer any loss of pay for the time spent to prepare for or attend a committee meeting or for carrying out any functions or duties as a committee member in accordance with the *Workers Compensation Act*. This includes mileage and any other reasonable costs.
- Worker representatives shall be released from their regular duties to attend committee meetings and perform related duties and functions as set out in Section 130 of the *Workers Compensation Act*.
- (e) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the worker representatives of the Committee.
 - (f) A worker representative will be entitled to annual employer paid leave to attend union sponsored occupational health and safety training courses. If OHS training falls on the worker representative's regular time off, the worker representative will be compensated for all hours while attending the training.

21.5 Strain Injury Prevention

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.

(b) Local Occupational Health and Safety Committees (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:

- (1) the work methods and practices;
- (2) the layout and condition of the workplace and workstation;
- (3) the characteristics of objects or equipment handled;
- (4) the environmental conditions;
- (5) the physical and psychological demands of work;
- (6) in a manner consistent with WCB regulation, policy and guidelines and developed by the Joint Occupational Health and Safety Committee.

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will include the Joint Occupational Health And Safety Committee or worker health and safety representatives.

21.6 Hearing Examinations

Hearing examinations required pursuant to the Workers' Compensation Occupational Health and Safety Regulations shall be conducted during working hours without loss of pay. Where an employee is required to be examined on other than their regularly scheduled workday, they shall receive the applicable overtime rate of pay for the duration of the examination plus travel time upon proceeding directly to and from the examination.

21.7 Unsafe Work

- (a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulation outlined in Information Appendix B.
- (b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the Occupational Health and Safety Regulations outlined in Information Appendix B and Part 3, Division 6 of the *Workers Compensation Act*.

21.8 Workplace Violence/Aggressive Conduct

The Employer will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees. Employees will receive training at the Employer's expense in recognizing and handling such threats to safety.

The Committee will be consulted to determine the applicable physical and procedural measures that will be implemented. An employee serving clients in the community shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.

The Employer will provide the employee with pertinent information on clients with the potential of violence, physical aggression, and/or verbal abuse within any particular workplace. The employee will be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate critical incident defusing, debriefing support and, where deemed appropriate by a qualified medical practitioner, post traumatic counselling for individuals who have been exposed to violence of an

unusual nature, including but not limited to physical or psychological violence, death of colleague or client death or a series of such incidents. Appropriate resources will be made available to employees as soon as possible by qualified outside practitioners. Where an employee requires time off to attend critical incident defusing, debriefing or post traumatic counselling, it will be without loss of pay or benefits.

At the request of an employee who may be exposed to violence, physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within 10 days.

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

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

An employee in need of assistance may call the WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information at all worksites.

21.9 Domestic Violence

The Employer agrees they have a legal responsibility to protect workers from all forms of violence in the workplace including domestic violence that could impact employees in the workplace. As such, policies and safe work procedures will be developed to increase employee awareness, education and training in the prevention of injury or illness from domestic violence.

21.10 Investigation of Incidents

(a) Pursuant to the *Workers Compensation Act*, Part 3, Division 10 governing Accident Reporting and Investigation, all accidents/incidents shall be jointly investigated by at least one worker representative and one employer representative. This will include motor vehicle incidents and incidents that did not involve an injury to a worker, or involved only minor injury not requiring medical treatment, but had the potential for causing serious injury to a worker.

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

A preliminary investigation will be completed within 48 hours and a preliminary and corrective action report will be posted and provided to the Committee. The full investigation will be completed within 30 days with the full investigation and corrective action report submitted on a mutually agreed accident/incident investigation form. Copies will be sent to the Workers' Compensation Board, Occupational Health and Safety Committee, each employer representative and each worker representative.

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

(c) In the event of a fatality the Employer shall immediately notify the Union President, or designate of the nature and circumstances of the accident and arrange as soon as possible for an investigation

pursuant to (a) above. Time spent in incident investigation will be considered time worked based on the employee's classification in effect at the time of the investigation. Applicable overtime rates will also be paid.

21.11 Injury Pay Provision

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 will receive payment for the remainder of their shift.

21.12 Transportation of Accident Victims

Transportation to and from the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of an on-the-job accident will be at the expense of the Employer.

21.13 Employee Check-in

Check-in procedures will be implemented to ensure the safety of all employees who work alone or in isolation where assistance would not be readily available to the worker.

Before a worker is assigned to work alone or in isolation, the Employer must identify any hazards and assess the risk to the worker and eliminate or minimize the risk from the hazard. The Employer must develop and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation.

The procedure must include the time interval between checks and the procedure to follow in the event the worker cannot be contacted, including provisions for emergency rescue. A person must be designated to establish contact with the worker at predetermined intervals and the results must be recorded by the person. A check at the end of the work shift must be done.

The procedure(s) must be developed in consultation with the Committee and the worker assigned to work alone or in isolation.

21.14 Communicable Diseases and Parasitic Infestations

(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 or parasitic infestations.

(b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer will inform the primary care givers about the inherent risk of the communicable disease or parasitic infestation.

(c) Where a vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.

(d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled shifts during the 24-hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.

(e) The Employer will, in consultation with the Committee, develop and implement measures necessary for the establishment of a work environment to prevent acquisition and transmission of a communicable disease.

Measures will include but are not limited to:

(1) Preventative protocol measure including education, hygiene, protective equipment/apparel and vaccinations;

(2) Post-exposure protocols.

(f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions will be without loss of pay.

21.15 Protective Clothing and Supplies

The Employer will supply protective clothing supplies as required by WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

ARTICLE 22 - TECHNOLOGICAL, AUTOMATION 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 purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

Any employee classified as a regular full-time or regular part-time employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which they are employed, where the total bargaining unit size is reduced by two or more employees as a consequence of such change.

Employees affected by technological change will be given reasonable notification in advance and allowed a training period of one month to acquire the necessary skills for retaining employment within the facility, commensurate with their seniority and ability.

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, and shall utilize the normal turnover of staff to absorb such displaced employee.

However, when necessary to reduce staff, it shall be done in accordance with Article 13 - Layoff and Recall.

ARTICLE 23 - CONTRACTING OUT

The Employer agrees not to contract out bargaining unit work presently performed by employees covered by this agreement. Where bargaining unit employees are not available, the Employer may contract out bargaining unit work for a period not to exceed seven and one-half hours, except where residents' health and safety may be put at risk.

ARTICLE 24 - HEALTH AND WELFARE PLANS

24.1 Medical Plan

Eligible employees and dependants shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission.

An eligible employee who wishes to have coverage for other than dependants may do so provided the Medical Plan is agreeable, and the extra premium is paid by the employee through payroll deduction.

24.2 Dental Plan and Extended Health Care Plan

(a) Eligible employees shall be provided with:

(1) *Dental Care*

Plan A - Basic Plan: 100% of premiums paid by Employer

Plan B - Major Treatment Plan: 50% paid by Employer

Plan A + B - \$2500 per calendar year maximum per family member on the Dental Plan

Plan C - Orthodontic Services: 60% paid by Employer

Plan C is subject to a lifetime maximum payment of \$1,500 per person covered, with no run-offs for claims after termination of employment. An employee is eligible for orthodontic services under Plan C after 12 months in the plan.

(2) An extended health care plan, including coverage for corrective lens and hearing aids.

The allowance for vision care shall be \$400 every 24 months.

Hearing aids will be covered to \$500 every five years for adults and children.

(3) The Employer shall provide a "*direct pay*" prescription card for all employees eligible for health and welfare benefits.

(4) Paramedical Services shall be covered at a maximum of \$500 per year, per practitioner. The first six visits for each practitioner will be reimbursed at \$10, after which the employee or dependent will be reimbursed for the full cost of the visit subject to the annual maximum.

(b) The dental plan and extended health care plan shall cover employees, their spouses and dependent children provided they are not enrolled in another comparable plan.

An employee who divorces or legally separates from their spouse must inform the Employer in writing if their spouse is covered under this plan in order to remove their spouse from coverage. Failure to do so will result in the employee bearing the cost of such coverage.

(c) The Employer shall pay 100% of the premiums.

24.3 Group Life Insurance

Employees shall be entitled to a group life insurance plan as provided in Appendix 1.

24.4 Sick Leave

(a) Employees shall be entitled to coverage for short-term illness and injury in accordance with the agreed upon regulations in Appendix 2.

(b) In addition to the provisions included in Section (a) above, employees shall be entitled to up to four days paid leave in the event of illness, annually. It is understood that these days are not accumulative and therefore cannot be carried over into subsequent calendar years.

24.5 Long-Term Disability Insurance Plan

Employees shall be entitled to a long-term disability insurance plan as provided in Appendix 3.

24.6 Commencement of Coverage

- (a) Coverage under the provisions of this article shall apply to all full-time employees having completed the probationary period.
- (b) A full-time employee is required to maintain 1800 hours of seniority per year, except as otherwise specified in this agreement, to receive continued entitlement as provided in (a) above.
- (c) Employees with over 1950 hours of seniority maintaining 1800 hours over a 12-month period will have coverage under this article 100% paid.
- (d) Employees with over 1950 hours of seniority and maintaining an average of 100 hours per month have the option of purchasing benefits under this article at the employee's cost. It is understood the provisions of Clause 24.4 and 24.5 are not included.
- (e) Employees purchasing coverage under this article shall make the appropriate payment to the Employer. If the employee does not make payment on the agreed to date, coverage may be cancelled and the employee shall not be eligible to reapply unless they meet the criteria of (a).
- (f) The company shall provide benefits coverage under Article 24.1, 24.2, 24.3 and 24.4 to part-time employees on the following terms:
 - (1) Coverage shall commence October 1, 2002;
 - (2) Benefits under this article are only available to regular employees who work 20 hours or more per week and who have completed the probationary period;
 - (3) The coverage is for only the employee.
- (g) Except where required by law, Health Care Coverage terminates at age 70.

24.7 Employee to Inform Employer

The employee shall advise the supervisor or designated person in charge as soon as possible of their inability to report to work because of illness or injury, the nature of illness or injury and the probable date of their return to work.

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

Employees who have been absent from work due to illness or injury should provide at least one day's notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule.

For absences in excess of 30 calendar days, the employee will provide a minimum of three days' notice prior to their return.

For absences in excess of six months, the employee will provide a minimum of two weeks' notice prior to their return.

24.8 Change of Plan Carriers

It is agreed that the Employer can change the carrier of any plan, provided that there is no reduction in benefits and provided that the Employer give the Union not less than 30 days' notice of such change, furnishes the Union with full particulars of the plan to be substituted and if requested to do so, meets with the Negotiating Committee to discuss and explain the change proposed.

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, launder, repair, press and provide any other necessary services.

The Employer will pay a shoe allowance premium of up to \$125 per annum to each employee on September 1st of each year, with provision of receipt(s).

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**26.1 Paydays**

- (a) Employees shall be paid biweekly. Paydays shall be every second Friday.
- (b) The distribution of paycheque stubs shall be on payday.
- (c) Paycheque stubs shall be available at the beginning of the day shift on a payday.
- (d) The Employer shall provide for the direct deposit of the employee's pay to the participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday.

26.2 Relieving in Higher Rated Positions

When an employee temporarily relieves (for one shift or more) in a higher paying position included in this agreement for which a flat rate of pay is established, they shall receive the rate for the job. When an employee temporarily (for one shift or more) relieves in a higher paying position included in this agreement for which a salary range has been established, they shall receive the rate in the salary range which is next higher to their present rate.

Where an employee within the bargaining unit is temporarily assigned by the Employer to the duties of a supervisory or management position which is excluded from the bargaining unit, the employee shall receive 10% above their current rate of pay, whichever is greater.

26.3 Pay on Temporary Assignment

An employee involuntarily assigned by the Employer to a position with a rate of pay lower than their rate of pay shall maintain their regular rate of pay.

26.4 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 27 - NOTICE OF NEW AND CHANGED POSITIONS**27.1 New Job Descriptions**

The Employer agrees to supply the President of the Union or their designate, and Chairperson of the Bargaining Committee with the job descriptions for any new classifications established in the bargaining unit within 30 days.

The job descriptions 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 20 days. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within 30 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 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 - SEVERANCE

(a) In the event of a permanent layoff, a regular employee who has greater than three years seniority and who cannot exercise the provision of Article 13, shall receive severance pay as follows:

- (1) for the third year of completed employment, three weeks current salary;
- (2) for each completed year thereafter, one weeks current salary;
- (3) an employee will not receive an amount greater than 12 weeks current salary.

(b) Notwithstanding the above, an employee who is aged 55 years or greater, may choose to exercise their rights under Article 13 or the severance pay provisions of (a) above.

(c) This severance provision does not apply to an employee dismissed for cause.

(d) If an employee is in receipt of severance pay, the employment relationship is deemed terminated.

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.

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

It is in the interest of the Employer and the employees that all employees are aware of their job expectation and responsibilities.

It is the responsibility of supervisors and managers to ensure that staff perform their duties in accordance with employer policies and procedures, and to ensure that procedures are in place to address service demands.

Where an employee is concerned that they cannot complete assignments or respond to urgent matters to fulfil obligations to a client(s), it is their responsibility to immediately seek advice and direction from their direct supervisor.

Where work demands and priorities cannot be accomplished within appropriate time frames, supervisors must consult with management and management will determine methods and procedures regarding work demands and priorities to ensure that service quality is maintained by employees and the Employer.

ARTICLE 30 - CASUAL EMPLOYEES

Casual employees shall be paid at 6% in lieu of all vacation entitlements. A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

30.1 Articles Which Apply to Casual Employees

1. Purpose of Agreement
2. Recognition of the Union
3. Union Security
4. Check-off of Union Dues
5. Employer/Union Acquaint New Employees
6. Employer Rights
7. Employer-Union Relations
8. Grievance Procedure
9. Arbitration
10. Discipline

12. Vacancy Posting
14. Hours of Work (with exception of 14.3(a) and 14.3(e))
15. Overtime - at the rate of one and one-half times the basic rate for hours worked in excess of seven and one-half hours in a day or thirty-seven and one-half hours in a week.
16. Paid Holidays
18. Workers' Compensation
21. Occupational Health and Safety
22. Technological Change
25. Uniforms and Clothing
26. Payment of Wages
27. Notice of New and Changed Positions
29. General Conditions
30. Term of Agreement

Appendix 4 - Excluded Personnel

Appendix 5 - Hourly Wage Rates

Appendix 6 - Activity Coordinator - Hours of Work

Memorandum of Understanding #1

30.2 Articles Which Do Not Apply To Casual Employees

11. Seniority (except as it pertains to casual lists)
13. Layoff/Recall Procedure
17. Annual Vacation
19. Special and Other Leave
20. Maternity/Adoption Leave
23. Contracting Out
24. Health and Welfare
28. Severance

Appendix 1 - Group Life

Appendix 2 - STIP

Appendix 3 - LTD

ARTICLE 31 - PROCEDURE FOR CALLING CASUAL EMPLOYEES FOR WORK

31.1 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 job classification in any one department for which they have the qualifications to perform.

- (c) A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.
- (d) The manner in which casual employees shall be called to work shall be as follows:
- (e) *One call* - eight rings. 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.
- (f) Casual employees have the right of refusal on two calls during a pay period. Casual employees who refuse five calls in six consecutive pay periods will be terminated.
- (g) 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. If the employee does not return the call within that five minutes, the Employer may proceed as if they were unable to make contact with the employee.
- (h) 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 benefits.
- (i) 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.
- (j) 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.
- (k) The Employer shall be obliged to call a casual employee only for those days on which the employee is available.
- (l) 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.
- (m) Casual employees who are successful in competition for a regular position shall be subject to a probationary period as outlined in the collective agreement.
- (n) Casual employees who report for work at the call of the Employer shall be paid in accordance with Article 14.3(d).

31.2 Casual Employee Probationary Period

- (a) Casual employees shall serve a probationary period of 450 hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory performance.
- (b) A casual employee who has not completed probation under this article and who is reclassified as a regular employee shall serve a probationary period pursuant to the definition of probationary period in this collective agreement.
- (c) Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period, but will be required to complete the qualifying period under Article 12.4.

ARTICLE 32 - TERM OF AGREEMENT**32.1 Duration**

This agreement shall be binding and remain in effect until midnight May 31, 2022.

32.2 Notice to Bargain

- (a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after February 1, 2022, but in any event no later than midnight February 28, 2022.
- (b) Where no notice is given by either party prior to February 28, 2022, both parties shall be deemed to have been given notice under this section on February 28, 2022.
- (c) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Administrator.

32.3 Change in Agreement

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

32.4 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

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

32.5 Effective Date of Agreement

The provisions of this agreement shall come into full force and effect, unless otherwise stated, June 1, 2019.

ARTICLE 33 - PENSION PLAN

Effective January 1, 2020, all regular full-time and regular part-time employees shall have the option to participate in the Group Registered Retirement Plan, after they have completed 1950 hours. This is a voluntary program.

All eligible employees may contribute 1% of regular earnings, including earnings from training. The Company will match the 1% contribution.

Employees with over five years of service may contribute up to 2% of regular earnings, including earnings from training. The Company will match the 2% contribution.

Employees may voluntarily contribute a higher percentage.

**SIGNED ON BEHALF OF
THE UNION:**

Stephanie Smith
President

Donna Beastall
Bargaining Committee Chair

Liam Brown
Bargaining Committee

Leah Mar
Bargaining Committee

Jenny Ewing
Staff Representative

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Valerie Owen
Chief People Officer
Amica Mature Lifestyles Inc.

Brian Roe
General Manager, Amica at Somerset House
Amica Mature Lifestyles Inc.

Dated this _____ day of _____, 20____.

APPENDIX 1

Group Life Insurance

1. Eligibility

Full-time and eligible part-time employees who are on staff on the effective date of the Plan or who join the staff following that date shall, upon completion of the probationary period, become members of the Group Life Insurance Plan as a condition of employment.

2. Benefits

The Plan shall provide basic life insurance in the amount of 200% of an employee's annual wages and standard 24 hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On termination of employment (including retirement), coverage shall continue without premium payment for a period of 31 days, during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of their Group Life Insurance to any whole life, endowment, or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

3. Premiums

The cost of the Plan shall be borne by the Employer.

APPENDIX 2

Short-Term Illness and Injury Plan

1.1 Eligibility

- (a) Full-time and eligible part-time employees will be covered by the Short-Term Illness and Injury Plan (STIIP).
- (b) New full-time employees and eligible part-time hired on or after October 1, 2002 will be covered three months after completion of the probationary period.
- (c) STIIP benefits will apply starting on the first day in the event of an injury and the third day in the event of an illness.

1.2

- (a) In the event an employee is unable to work because of illness or injury they were will be entitled to a benefit of 70% pay to a maximum of \$600 per week for a period not to exceed 17 weeks.
- (b) The 70% benefit may be supplemented in 30% increments by the use of the following:
 - (1) accumulated sick leave credit under the previous sick leave plan;
 - (2) compensatory time-off;
 - (3) vacation entitlement.

1.3 Recurring Disabilities

- (a) Employees who return to work after being absent because of illness or injury, and within five consecutive scheduled days of work 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 Section 1.2(a).
- (b) Employees who return to work after being absent because of illness of injury and within five consecutive scheduled workdays again become 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.

1.4 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) where necessary, from a medical practitioner licensed to practise in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) 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 six consecutive scheduled days of work;
 - (3) where at least 30 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 proof of medical disability and all other costs for medical information related to a claim for benefits under STIIP, shall be paid by the Employee.

1.5 Integration with Other Disability Income

Short-term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one-third day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory Act or law, except Unemployment Insurance sickness benefits and WCB benefits;
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) 100% of pay; or
- (2) the applicable benefit percentage of the individual's average total monthly income in the 12-month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay after payment by the employee of any legal fees.

This section does not apply to a war disability pension paid under an act of the governments of Canada or other commonwealth countries.

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit where the combination of STIIP benefits and other income exceeds 100% of normal earnings;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on any leave of absence without pay.

Notwithstanding (f) above, where an illness or injury occurs during a period of approved:

- (1) educational leave;
- (2) general leave of absence not exceeding 30 days;
- (3) maternity leave or parental leave,

which prevents the employee from returning to work on the scheduled date of return, the short-term plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the 17-week period remaining from the scheduled date of return to work.

1.7 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.

1.8 EI Premium

The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the illness and injury plan will be returned to the Employer.

1.9 Benefits Upon Layoff or Separation

- (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 or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of lay off or separation is given after the commencement of the illness for which the benefits are being paid.
- (b) In the event that lay off or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the lay off or separation only if the illness commenced within two months of the effective date of the lay off or separation.

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

APPENDIX 3

Long-Term Disability Plan

1.1 Eligibility

(a) Full-time employees who are on staff at the date of the signing of the agreement and who are not presently disabled from working or who join the staff following that date shall, upon completion of the probationary period, become members of the Long-Term Disability Plan as a condition of employment.

(b) An employee in receipt of long-term disability benefits will continue to be covered by group life. Employees will not be covered by any other portion of a collective agreement but will retain seniority rights should they return to employment within six months following cessation of benefits.

1.2 Waiting Period and Benefits

In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or an illness then, after the employee has been totally disabled for four months, the employee shall receive a benefit equal to sixty-six and two-thirds of monthly earnings, in accordance with the Plan which shall be filed with the Union.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability.

The long-term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age 65, recovers, or dies, whichever occurs first, or as of the date of failure to provide requested written proof, satisfactory to the Company, of their continuous total disability.

1.3 Total Disability Defined

(a) Total disability, as used in this Plan, means during the first 24 months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in their normal occupation, and after the 24 months of a benefit payment period, the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which they are reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provision Exclusions.

(b) During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c) After 24 months of disability, an employee who is able by reason of education, training, or experience, to perform the duties of any gainful occupation, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under this Long-Term Disability Plan.

(d) Any employee who is receiving benefits under this Plan and who, in the opinion of a legally qualified doctor of medicine, has the potential for rehabilitation shall make every effort to participate in a rehabilitation program. An employee who fails to do so shall become ineligible for continued benefits under this Plan.

If an employee who is receiving this Long-Term Salary Continuance Benefit enters into a rehabilitation program, benefits may, at the discretion of the Company, be continued for up to 24 months. However, the monthly benefit payable to the employee during the rehabilitation program will be the amount of benefit calculated in accordance with the terms of this policy less 25% of the total amount of any wages, compensation, or profit earned by the employee during the rehabilitation program. In the event that income from rehabilitative employment and the benefit paid under this Plan shall exceed 80% of the employee's earnings at date of disability, the benefit from this Plan shall be further reduced by the excess amount.

"*Rehabilitative employment*" shall mean any occupation or employment for wage or profit, or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of a legally qualified doctor of medicine and the underwriter of the Plan.

The rehabilitative employment of a disabled employee shall continue until such time as the employee's earnings from rehabilitative employment exceed 80% of the employee's earnings at the date of disability, but in no event for more than 24 months from the date rehabilitative employment commences.

If the earnings are received by an employee during a period of total disability and, if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by 100% of such earnings.

1.4 Exclusions

No benefit shall be payable, for any disability which is caused by or results from:

- (a) intentionally self-inflicted bodily injury, while sane or insane;
- (b) war, whether war has been declared or not, or any act of war;
- (c) active participation in any riot;
- (d) condition for which an employee had received medical treatment, diagnosis, or taken prescription drugs within three months of the effective date of coverage under the Plan, and a claim related to that condition is made within 12 months of coverage;
- (e) any sickness or injury to which the contributing cause was the commission or attempted commission by the employee of a criminal offence.

1.5 Integration with Other Disability Income

The amount of benefit payable to an employee shall be the amount for which they are insured on the date of commencement of their total disability, subject to any provision for the reduction or termination of insurance contained in this policy on such date.

However, if during a disability period, the employee is entitled to receive income from any of the following sources:

- (a) *Workers Compensation Act*, or similar law;
- (b) Department of Veterans' Affairs;
- (c) Retirement or Pension Plan with any employer;
- (d) Any disability provision or any group insurance policy;
- (e) Any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of Canada Pension Plan and the Quebec Pension Plan;

- (f) The Insurance Corporation of British Columbia (ICBC) or any other similar provincial auto insurance plan.

The amount of benefits shall be reduced by the amount of such income, excluding any portion the employee was receiving prior to commencement of disability, regardless of whether the employee has actually applied for and received such income.

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of their income from the above sources if the increases are the direct result of application of a cost-of-living indexing formula to the amount of such income. No reduction will be made in this benefit by reason of the Canada Pension Plan or Quebec Pension Plan Dependant Benefit. Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

1.6 Successive Disabilities

Successive disability period means a disability period which begins within 180 days after the termination of a prior disability period.

Until the employee has resumed fully their previous occupation and has sufficiently recovered to prevent relapse, any period of total disability arising from the same cause or causes as a previous period of total disability will be considered a continuation of the previous period of total disability. In no event, however, will periods of total disability separated by 180 days or more of regular employment be considered as one period of total disability.

For each initial disability period, payment of benefits will commence following expiration of the qualification period of 180 days. For each successive disability period, payment of benefits will commence following expiration of:

- (a) the qualification period less the total number of days absent due to the same cause or causes during the last preceding initial disability period and all intervening successive disability periods, or
- (b) 30 days,

whichever is greater.

1.7 No Termination of Employment

Employees who will be eligible for benefits under the Long-Term Disability Plan shall not have their employment terminated. Following expiration of their STIP benefits, they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.

Upon return to work following recovery, an employee who was on long-term disability shall, where possible, return to their former job, exercising their seniority rights if necessary, pursuant to Article 13 of the collective agreement.

1.8 Benefits Upon Plan Termination

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid, in accordance with the provision of this Plan, to disabled employees who became disabled while covered by this Plan prior to its termination.

1.9 Premiums

The cost of this Plan shall be borne by the employee. Payment of premiums shall cease on termination of employment, or six months prior to an employee's 65th birthday, whichever occurs first.

1.10 Waiver of Premium

In the event an employee is receiving long-term salary continuance benefits provided by this policy, the premium for their insurance shall be waived for the period during which benefits are paid.

1.11 Claims

Written notice of a claim for long-term salary continuance benefits must be sent to the Company by the participating Employer on the form provided by the Company for that purpose, and received by the Company not later than 30 days after date of disability. Initial proof of total disability, obtained at the employee's expense, must be sent to the Company, on the form provided by the Company, for that purpose, and received by the Company not later than 90 days after the expiration of the qualification period. If it is not possible to provide proof within these time limits, it must be given as soon as reasonably possible, but no later than one year after the time it is otherwise required. Further proof of total disability, when required by the Company, must be provided at the employee's expense.

Failure by the participating Employer to provide written notice of claim within the time limit specified above shall neither invalidate nor reduce any claim if it is shown that the employee had advised their employer in writing of intention to claim within the time limit specified above.

1.12 Administration

The Employer shall administer the Plan. Upon request, the Union shall be provided access to any reports relative to the long-term disability claims in the process of payments. All questions arising as to the interpretation of the Plan shall be subject to the grievance and arbitration procedures of the collective agreement. In cases of discrepancy between this Addendum and the Master Policy, the Master Policy will prevail.

APPENDIX 4 Excluded Personnel

General Manager
Community Operations Manager
Director of Culinary Services
Community Relations Director
Wellness Manager

APPENDIX 5 Hourly Wage Rates

Job Classification	Steps	Current	June 1/19 3%	June 1/20 2%	June 1/21 2.5%
Sous Chef	1	23.96	24.68	25.17	25.80
	*2		24.93	25.43	26.06
Cook	1	21.98	22.64	23.09	23.67
	2		22.87	23.33	23.91
Cook's Helper	1	18.42	18.97	19.35	19.83
	2		19.16	19.54	20.03

Job Classification	Steps	Current	June 1/19 3%	June 1/20 2%	June 1/21 2.5%
Dining Room Supervisor	1	21.34	21.98	22.42	22.98
	2		22.20	22.64	23.21
Server	1	18.64	19.20	19.58	20.07
	2		19.39	19.78	20.27
Concierge	1	18.64	19.20	19.58	20.07
	2		19.39	19.78	20.27
Community Relations Assistant	1	23.50	24.21	24.69	25.31
	2		24.45	24.94	25.56
Administrative Assistant	1	19.31	19.89	20.29	20.79
	2		20.09	20.49	21.00
Night Attendant	1	19.31	19.89	20.29	20.79
	2		20.09	20.49	21.00
Housekeeper 1	1	18.64	19.20	19.58	20.07
	2		19.39	19.78	20.27
Housekeeper 2	1	19.31	19.89	20.29	20.79
	2		20.09	20.49	21.00
Housekeeping Supervisor	1	21.34	21.98	22.42	22.98
	2		22.20	22.64	23.21
Custodian	1	18.64	19.20	19.58	20.07
	2		19.39	19.78	20.27
Building Maintenance	1	23.62	24.33	24.82	25.44
	2		24.57	25.06	25.69
Life Enrichment Coordinator	1	25.33	26.09	26.61	27.28
	2		26.35	26.88	27.55
Life Enrichment Assistant	1	23.50	24.21	24.69	25.31
	2		24.45	24.94	25.56
Resident Attendant	1	*21.50	22.15	22.59	23.16
*Market Adjustment June 1, 2019	2		22.37	22.82	23.39
Licensed Practical Nurse	1	26.35	27.14	27.68	28.37
	2		27.41	27.96	28.66

**Step 2 applies upon completion of 1950 hours*

- The wage rate for probationary employees is 50¢ per hour less than the base rate.
- Those employees designated by the Employer as having some supervisory duties shall receive a Charge Hand premium of 75¢ per hour.
- Shift premium for Resident Attendant position, 75¢ per hour for graveyard shift (all hours worked between 11:00 p.m. and 7:00 a.m.) to be effective June 1, 2019.

Term of the Contract = June 1, 2019 - May 31, 2022.

APPENDIX 6
Activity Coordinator Hours of Work

- (a) The hours of work for employees encumbering the positions of Activity Coordinator, shall be flexible.
- (b) The total number of hours worked should not exceed 75 biweekly, or 162½ monthly.
- (c) Any hours worked in excess of (b) above will be considered earned time-off (ETO), and scheduled mutually by the employee and their supervisor. In any event, the total number of hours of work are not to exceed 1950 per calendar year, or overtime rates will apply.
- (d) All paid and unpaid leaves taken by employees covered by this appendix will be at 7½ hours per day and 37½ hours per week.

MEMORANDUM OF UNDERSTANDING #1

The parties hereby agree to the following list of arbitrators from which a sole arbitrator and/or investigator will be chosen.

Selection will be on a rotational basis subject to availability.

Richard Bird
John Orr
Joan McEwan

or a substitute mutually agreed to by the parties.

MEMORANDUM OF UNDERSTANDING #2
Modified Workweek

The parties agree to consider flexible hours of work through the Labour/Management Committee.

The Labour/Management Committee will explore possible scheduling arrangements that would allow flexible days for employees within a single department.

- (a) Such agreements must be based on a single department and must be mutually agreed to by the Union (BCGEU president or designate) and the Employer (excluded manager).
- (b) The workday in such work agreements shall not exceed 10 hours.
- (c) Full-time employees shall perform work on at least four days in any calendar week.
- (d) Overtime does not apply until the employee exceeds the daily scheduled hours or the full-time hours within that pay period.