

COLLECTIVE AGREEMENT

between

**/NSITE HOUSING, HOSPITALITY
AND HEALTH SERVICES INC.**

and the

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

Effective from January 1, 2016 to December 31, 2020

TABLE OF CONTENTS

DEFINITIONS.....1

ARTICLE 1 - PREAMBLE1

 1.1 Preamble 1

 1.2 Future Legislation 1

 1.3 Conflict with Rules 2

 1.4 Use of Feminine and Singular Terms..... 2

 1.5 Sexual Harassment 2

 1.6 Harassment 2

 1.7 Management Rights..... 2

 1.8 Procedure for Filing and Resolving Complaints 3

ARTICLE 2 - RECOGNITION OF THE UNION3

 2.1 Bargaining Agent Recognition 3

 2.2 Correspondence..... 4

 2.3 No Other Agreement 4

 2.4 No Discrimination 4

 2.5 Recognition and Rights of Stewards 4

 2.6 Bulletin Board 4

 2.7 Badges, Insignia and Union Shop Cards 5

 2.8 Right to Refuse to Cross Picket Lines 5

 2.9 Unpaid Leave - Union Business 5

 2.10 Membership Information 5

 2.11 Technical Information..... 6

ARTICLE 3 - UNION SECURITY.....6

ARTICLE 4 - CHECK-OFF OF UNION DUES.....6

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES7

ARTICLE 6 - MANAGEMENT RIGHTS7

 6.1 Management Rights..... 7

 6.2 Bargaining Unit Work 7

ARTICLE 7 - EMPLOYER/UNION RELATIONS8

 7.1 Representation 8

 7.2 Union Bargaining Committee 8

 7.3 Union Representatives 8

 7.4 Definition of Regular Employees..... 8

ARTICLE 8 - GRIEVANCES8

 8.1 Grievance Procedure 8

 8.2 Step 1..... 9

 8.3 Time Limits to Present Initial Grievance 9

 8.4 Step 2..... 9

 8.5 Time Limit to Reply at Step 2..... 9

 8.6 Step 3..... 9

 8.7 Time Limit to Reply at Step 3..... 10

 8.8 Time Limit to Submit to Arbitration 10

 8.9 Administrative Provisions..... 10

 8.10 Management Grievance 10

8.11	Time Limits	10
8.12	Deviation from Grievance Procedure	10
8.13	Policy Grievances	11
8.14	Dismissal or Suspension.....	11
8.15	Investigator	11
ARTICLE 9 - ARBITRATION.....		11
9.1	Notification	11
9.2	Arbitrator	11
9.3	Decision of the Arbitrator.....	11
9.4	Disagreement on Decision.....	12
9.5	Expenses of Arbitration	12
9.6	Amending Time Limits	12
9.7	Expedited Arbitration	12
ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE		12
10.1	Burden of Proof.....	12
10.2	Notice of Dismissal or Suspension	13
10.3	Right to Grieve Other Disciplinary Action	13
10.4	Evaluation Reports.....	13
10.5	Personnel File.....	13
10.6	Right to Have Steward Present	13
10.7	Employment Abandoned.....	14
10.8	Employee Investigations.....	14
ARTICLE 11 - SENIORITY		14
11.1	Seniority Defined	14
11.2	Seniority Lists	15
11.3	Loss of Seniority.....	15
11.4	Same Service Seniority Date.....	15
ARTICLE 12 - VACANCY POSTING		15
12.1	Postings and Transfers.....	15
12.2	Eligibility to Apply for Postings	16
12.3	Selection Criteria.....	16
12.4	Eligibility List.....	16
12.5	Probationary Period.....	17
12.6	Qualifying Period	17
12.7	Applications from Employees.....	17
12.8	Right to Grieve	17
12.9	Vacancy Posting	17
ARTICLE 13 - LAYOFF AND RECALL.....		18
13.1	Definition of Layoff	18
13.2	Layoff and Recall	18
ARTICLE 14 - HOURS OF WORK		19
14.1	Continuous Operation	19
14.2	Hours of Work.....	19
14.3	Scheduling	19
14.4	Shift Differential.....	20
14.5	Rest and Meal Periods.....	20

ARTICLE 15 - OVERTIME.....	21
15.1 Definition of Overtime.....	21
15.2 Authorization and Application of Overtime.....	21
15.3 Sharing of Overtime.....	21
15.4 Right to Refuse Overtime.....	21
15.5 Overtime for Part-Time Employees.....	21
15.6 Overtime Compensation.....	22
15.7 Callback.....	22
15.8 Rest Interval.....	22
15.9 Shift Exchanges.....	22
15.10 Overtime Meal Allowance.....	22
ARTICLE 16 - PAID HOLIDAYS.....	22
16.1 Paid Holidays.....	22
16.2 Working on a Statutory Holiday.....	23
16.3 Christmas or New Year's Day Off.....	23
16.4 Paid Holiday Pay.....	23
ARTICLE 17 - PAID TIME OFF.....	23
17.1 Paid Time Off (PTO).....	23
17.2 Planned PTO.....	23
17.3 Unplanned PTO.....	24
17.4 Callback.....	24
17.5 PTO Credits Upon Death.....	24
17.6 Reinstatement of PTO Days.....	24
17.7 Employees Unable to Take PTO.....	24
17.8 Carryover of PTO.....	25
ARTICLE 18 - PTO FOR ILLNESS OR INJURY.....	25
18.1 Use of PTO for Illness or Injury.....	25
18.2 Medical Certificates.....	25
18.3 Employee to Inform Employer.....	25
18.4 Probationary Period.....	25
18.5 Third Party Coverage.....	25
18.6 Medical/Dental Appointments.....	26
ARTICLE 19 - WORKERS' COMPENSATION.....	26
19.1 PTO for Illness or Injury/WorkSafeBC.....	26
19.2 Benefits While on Compensation.....	26
19.3 Employee to Contact Employer.....	26
ARTICLE 20 - SPECIAL AND OTHER LEAVE.....	27
20.1 Compassionate Care Leave.....	27
20.2 Bereavement Leave.....	27
20.3 Unpaid Leave for Public Office.....	27
20.4 Unpaid General Leave.....	27
20.5 Health and Welfare Benefits While on Unpaid Leave of Absence.....	28
20.6 Education Leave.....	28
20.7 Jury Duty and Leave for Court Appearances.....	29
ARTICLE 21 - PREGNANCY, PARENTAL AND ADOPTION LEAVE.....	29
21.1 Pregnancy Leave.....	29
21.2 Parental Leave.....	30

21.3	Return from Leave	30
21.4	Benefit Plan	30
21.5	Sick Leave	31
21.6	Paid Time Off (PTO)	31
21.7	Seniority Rights on Reinstatement.....	31
ARTICLE 22 - SAFETY AND HEALTH		31
22.1	Joint Health and Safety Committee	31
22.2	Committee Responsibilities.....	31
22.3	Date of Injury	31
22.4	Transportation	31
22.5	Right to Refuse Unsafe Work	31
22.6	Lieu Time to Attend Meetings.....	31
22.7	Investigation of Accidents	32
22.8	Aggressive Residents	32
22.9	Employees Working Alone	32
ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES		33
ARTICLE 24 - HEALTH AND WELFARE.....		33
24.1	Benefit Coverage.....	33
24.2	Commencement of Coverage.....	33
24.3	Extended Health Plan	34
24.4	Dental Plan	34
24.5	Group Life and Accidental Death and Dismemberment	34
24.6	Long-Term Disability Plan	34
24.7	Employer to Arrange for Coverage	35
24.8	Medical Services Plan	35
ARTICLE 25 - WORK CLOTHING, Equipment AND RELATED SUPPLIES.....		35
25.1	Work Clothing	35
ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES.....		35
26.1	Paydays.....	35
26.2	Pay on Temporary Assignment	35
26.3	Substitution Pay	36
26.4	Mileage.....	36
ARTICLE 27 - NOTICE OF NEW AND CHANGED POSITIONS.....		36
27.1	Job Descriptions	36
27.2	New Classifications/Duties	36
ARTICLE 28 - GENERAL CONDITIONS		37
28.1	Indemnity	37
28.2	Employer Property.....	37
28.3	Copies of Agreement	37
28.4	Volunteers and Bargaining Unit Work	37
28.5	Personal Property Damage.....	37
28.6	Joint Labour/Management Committee	37
28.7	Employee Access to Leave Records	38
28.8	In-Service Education and Staff Meetings	38
28.9	Criminal Record Check.....	38

ARTICLE 29 - CASUAL EMPLOYEES.....	38
29.1 Definition of a Casual Employee	38
29.2 Application of Agreement	39
29.3 Paid Holidays for Casual Employees.....	39
29.4 PTO for Casual Employees.....	40
29.5 Rates of Pay for Casual Employees	40
29.6 Regular Status	40
29.7 Benefits for Casual Employees Working Regular Assignments.....	40
ARTICLE 30 - Contracting Out.....	40
ARTICLE 31 - TERM OF AGREEMENT.....	40
31.1 Duration	40
31.2 Notice to Bargain	40
31.3 Change in Agreement.....	41
31.4 Agreement to Continue in Force.....	41
31.5 Effective Date of Agreement.....	41
APPENDIX 1 - Wage Schedule Classifications and Hourly Rates	43
APPENDIX 2 - Casual Call-in	44
APPENDIX 3 - List Of Arbitrators/Investigators.....	46
APPENDIX 4 - List of Exclusions	46
MEMORANDUM OF AGREEMENT #1 - Re: Staff Meals	46
MEMORANDUM OF AGREEMENT #2 - Re: Job Sharing.....	47

DEFINITIONS

For the purpose of this agreement:

- (1) "*basic pay*" means the rate of pay in each wage schedule.
- (2) "*spouse*" is an employee's married or common-law spouse.
- (3) "*common-law spouse*" includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that she has been living in a common-law relationship for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (4) "*employee*" means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
- (5) "*employer*" means *inSite* Housing, Hospitality & Health Services Inc.
- (6) "*leave of absence with pay*" means to be absent from duty with permission and with pay.
- (7) "*leave of absence without pay*" means to be absent from duty with permission but without pay.
- (8) "*Union*" means the B.C. Government and Service Employees' Union.
- (9) "*worksites*" means any location where bargaining unit employees provide assisted living, independent living, supportive housing or complex care services.

The parties agree that portions of the collective agreement interchanged from days to hours for the purpose of administrative ease. As a general principle, any such changes do not alter the intent or meaning of the agreement and the parties agree that neither party will either gain or lose any benefit contained in the agreement as a result of this change.

ARTICLE 1 - PREAMBLE

1.1 Preamble

The parties of this agreement determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

It is recognized that the primary focus of the Employer's operations is to serve seniors in British Columbia. This is accomplished through The Vibrant Advantage™.

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 due to the laws;
- (c) if a mutual agreement cannot be struck as provided in (b) above, the matter shall be mediated/arbitrated pursuant to Article 9 – Arbitration of the collective agreement.

1.3 Conflict with Rules

In the event that there is a conflict between the contents 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 Sexual Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.

(b) Sexual harassment in the workplace may be broadly defined as unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences. This includes, but is not limited to, verbal abuse, or threats, derogatory statements or degrading remarks, jokes or innuendos, displaying pornographic or other offensive materials, practical jokes that cause awkwardness or embarrassment or leering, suggestive staring or other gestures.

1.6 Harassment

(a) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of the employees meets the acceptable social standard of the workplace. The parties agree to foster and promote such an environment.

(b) "*Harassment*" is defined as:

(1) "*Discriminatory harassment*" is deliberate actions, that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees or the Employer, on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia including: race, colour, ancestry, place of origin, political belief, religion, marital or family status, physical or mental disability, sex, sexual orientation, age, criminal conviction or summary conviction offence unrelated to the employment or intended employment of that person.

(2) "*Personal harassment*" is verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and which serves no legitimate work related purpose. Such behaviour could include, but is not limited to:

- (i) Physical threats or intimidation;
- (ii) Words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person
- (iii) Distribution or display of offensive pictures or materials

1.7 Management Rights

Harassment, under Clause 1.5 – Sexual Harassment or 1.6 – Harassment, does not include actions occasioned through exercising, in good faith, the Employer's managerial/supervisory rights and responsibilities as provided for in Article 6 – Management Rights of this collective agreement including giving direction, instruction and training.

1.8 Procedure for Filing and Resolving Complaints

- (a) An employee allegedly being harassed (as per Clause 1.5 – Sexual Harassment or 1.6 -Harassment) shall register the complaint in writing to the Site Leader or designate either directly or through the Union. The party receiving the complaint will advise the other party of the complaint immediately.
- (b) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however it is recognized that various representatives of the Employer and the Union will be made aware of all or part of the proceedings on a need to know basis. Except as required by the collective agreement or law, the parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.
- (c) The Site Leader or designate shall investigate the allegation and, if substantiated, take action appropriate to the offence.
- (d) If the complaint involves the Site Leader or designate the employee will register the complaint, in writing, to the Director of Human Resources and/or the Union. The Director of Human Resources will investigate the complaint and issue a decision.
- (e) The Employer shall notify the Union within 14 days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any was taken.
- (f) If the employee or the Union is not satisfied with the decision of the Employer the complaint may be referred to an independent investigator. The independent investigator will be agreed to by the parties. Cost of the independent investigator shall be cost shared by the parties on a 50/50 basis.
- (g) If the Employer fails to act upon the agreed to recommendations of the investigator, or if the action taken by the Employer is not consistent with the recommendations, the Employer's decision may be considered as not having been determinative of the complaint.
- (h) The parties agree that substantiated cases of harassment shall be cause for discipline, up to and including dismissal.
- (i) Allegations of harassment which are found to be in bad faith shall be cause for discipline, up to and including dismissal.
- (j) Harassment does not include actions occasioned through exercising, in good faith, the Employer's managerial/supervisory rights and responsibilities as provided for in Article 6 - Management Rights of this collective agreement including giving direction, instruction and training.

ARTICLE 2 - RECOGNITION OF THE UNION

2.1 Bargaining Agent Recognition

- (a) The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.
- (b) The bargaining unit shall be comprised of all employees working in its present and future assisted living, independent living, supportive housing or complex care facilities in the Province of British Columbia, but shall not include those exclusions listed in Appendix. 4.

2.2 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 her designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation of any article in this agreement, shall be forwarded to the Chairperson of the Union Bargaining Committee and to the President of the Union or her designate.

2.3 No Other Agreement

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

2.4 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 her membership or activity in the Union. In addition, the parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select one steward and one alternate per 20 employees per worksite to represent employees who ideally will be representative of the care component, housekeeping component and dietary component of the staff. The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or her alternate shall obtain the permission of her manager and in her absence the person in charge before leaving her work to perform her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her manager and in her absence the person in charge.

Duties of the steward are:

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

2.6 Bulletin Board

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located at a place which is mutually agreed upon at the local level. Use of the bulletin board shall be restricted to the business affairs of the Union and the display of the union shop card.

2.7 Badges, Insignia and Union Shop Cards

- (a) A union member shall have the right to wear one union pin or badge displaying the recognized insignia of the Union. The Union agrees to furnish to the Employer a union shop card for the Employer's place of operation, to be displayed on the premise at a mutually agreed location. Such card 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*".

2.8 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay and benefits.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.
- (c) Any employees assigned to cover essential services as defined in the *Labour Code* of British Columbia shall be authorized and permitted to cross a legal picket line.

2.9 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. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:
 - (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 Labour Relations Board of BC, provided the dispute involves the Employer; or
 - (4) to employees representing the Union in collective bargaining.
 - (5) This provision does not apply to employees who are hired by the Union for a period greater than six months.
- (b) To facilitate the administration of Section (a) when leave without pay is granted, the leave shall be given with basic pay and benefits and the Union shall reimburse the Employer for appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence.

The Union agrees to reimburse the Employer within 28 days of receipt of billing from the Employer.

2.10 Membership Information

The Employer agrees to provide to the Union once a year, before the end of January, a list of all union members, along with their birth date; current job title; current wage level; hours worked in the previous calendar year; current worksite, addresses, telephone numbers and employee status known to the Employer.

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied to the Union

electronically. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

2.11 Technical Information

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

ARTICLE 3 - UNION SECURITY

(a) 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.

(b) 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.

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 of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied to the Union electronically. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

(c) 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, assessment, fees, or other amounts which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

(d) 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.

(e) 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. T4 slips will be provided electronically unless the employee requests to be provided with a hard copy. Requests for hard copies must be in writing and submitted to the Employer no later than December 31st each year.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

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. A new employee shall be advised of the name and location of her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce her to the steward, who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to meet with each new employee during their orientation, without loss of pay, for 15 minutes some time during the first 30 days of employment. When the Employer holds a group orientation a shop steward will be provided leave without loss of pay to attend and make a presentation to the new hires instead of meeting with each new hire separately.

Once a month the Employer will provide the union representative with a list of all new hires by worksite.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 Management Rights

(a) The management of the Employer's business, and the direction of the workforce, including hiring, firing, promotion and demotion of employees and enjoyment of The Vibrant Advantage™ experience by clients at each site operated by *inSite*, is vested exclusively in the Employer except as otherwise specifically provided in this agreement.

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

6.2 Bargaining Unit Work

(a) At complex care sites or sites that have 60 residents or more, excluded employees shall not perform bargaining unit work. Managerial exclusions are permitted to work in the following circumstances:

(1) In an emergency situation where bargaining unit employees are not immediately available. In the case of an emergency, bargaining unit members will be called to work immediately, and Management shall cease to perform bargaining unit work when bargaining unit employees in sufficient numbers arrive on the scene.

(2) Instruction of employees.

(b) The amount of bargaining unit work performed by excluded employees shall be mutually agreed to at the local level. The Union and the Employer will endeavour to reach an agreement within two weeks of commencing discussions.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 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 Director of Human Resources with the names of its officers, and similarly, the Director of Human Resources shall supply the Union with the names of the designates with whom the Union may be required to transact business.

It is understood that should a change in either party's authorized representatives occur that notice will be provided to the other party as soon as possible.

7.2 Union Bargaining Committee

A union bargaining committee shall be elected and consist of a maximum of three representatives, plus alternates.

Leave of absence to attend negotiation sessions shall be administered in accordance with Clause 2.9 -Unpaid Leave - Union Business.

7.3 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 when investigating and assisting in the settlement of a grievance.

(b) The union representative shall provide reasonable notice to the Site Leader or 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.

7.4 Definition of Regular Employees

(a) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work seven and one-half hours up to 12 hours per day, depending on the employee's shift rotation, and an average of 36 hours per week, exclusive of unpaid meal breaks.

(b) A regular part-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work less than full-time hours as defined in (a) above.

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 Site Leader or designate. The aggrieved employee shall have the right to have her steward present at such a discussion. 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.

A grievance shall not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and her Site Leader or designate in accordance with Step 1 of the grievance procedure.

8.3 Time Limits to Present Initial Grievance

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

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

8.4 Step 2

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

- (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
- (3) transmitting this grievance to the designated supervisor through the union steward.

- (b) The Site Leader or designate shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

8.5 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 21 days of receiving the grievance at Step 2.

8.6 Step 3

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

- (a) 21 days after the decision has been conveyed to her by the representative designated by the Employer to handle grievances at Step 2; or
- (b) 21 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 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 – Arbitration, the President or her designate may inform the Employer of her intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's decision has been received; or
- (b) 30 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.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.
- (c) In the event of a dispute, lockout, or other work stoppage in a Canada Post Office within British Columbia, this section shall not apply.
- (d) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

8.10 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by presenting the grievance to the President of the Union or the union area staff representative.

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

- (a) 30 days after the Union's response has been received; or
- (b) 30 days after the Union's decision was due.

8.11 Time Limits

If the President of the Union or her 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.

8.12 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.

8.13 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 Employer 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 - Arbitration of this agreement.

8.14 Dismissal or Suspension

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance to the Site Leader or designate commencing at Step 3 within 14 days of the employee receiving notice of dismissal or suspension.

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 arbitrator agreed to by the parties shall, at the request of either party:

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

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

The parties shall equally share the costs of the fees and expenses of the investigator.

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 – Grievances, notify the other party within 30 days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

9.2 Arbitrator

- (a) When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party of the agreement within 14 days.
- (b) The parties agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators listed in Appendix 3 (List of Arbitrators/Investigators).

9.3 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just

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

9.4 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 the decision, which it shall make every effort to do within seven days.

9.5 Expenses of Arbitration

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

9.6 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.

9.7 Expedited Arbitration

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) the location of the hearing is to be in Vancouver unless otherwise mutually agreed to by the parties;
- (c) the Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;
- (d) all decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- (e) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (f) the parties shall equally share the costs of the fees and expenses of the Arbitrator;
- (g) the expedited Arbitrator, who shall act as a sole arbitrator, shall be mutually agreed to by the parties.

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

In all cases of discipline and dismissal, the burden of proof of just cause shall rest with the Employer, except in the case of probationary employees.

10.2 Notice of Dismissal or Suspension

Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension, and a copy shall be sent to the President of the Union or her designate.

10.3 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.

(b) Any such document, other than official performance appraisals shall be removed from the employee's file after the expiration of 18 months from the date it was issued, provided that there has not been any further infraction of the same issue.

(c) In cases where disciplinary documents relate to resident or patient abuse, such documents will be maintained in the employee's file for a period of 24 months from the date it was issued provided that there has not been any further infractions of resident abuse.

(d) In the event a disciplinary document remains on an employee's file after the expiration times specified in (b) and (c) above, it will not be relied upon for determining further discipline.

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 receive a copy of this evaluation report at the time of signing.

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

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

10.5 Personnel File

(a) An employee, or the President of the Union (or her designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate written notice, prior to having access to such file. Access to the file shall be no later than three days after notice is given.

(b) With reasonable written notice given to the Employer, an employee shall be permitted to review her personnel file in the office in which the file is normally kept.

10.6 Right to Have Steward Present

This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

Where a Site Leader or designate intends to interview an employee for disciplinary purposes, the Site Leader or designate must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact her steward, providing that this does not result in an undue delay of the appropriate action being taken.

Where a Site Leader or designate intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a staff representative of the Union and to have another shop steward or alternate present at any disciplinary discussion with Site Leader or designate, 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 and does not notify her person in charge within three workdays, and who cannot give an acceptable reason for her absence, shall be considered as having abandoned her position. 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. Examples of acceptable reasons may include, but not be limited to incapacitation due to illness or injury, natural disasters.

10.8 Employee Investigations

- (a) The Employer will make every effort to complete its investigation within 14 days. The Employer will provide the Union with a summary of the investigation report. This summary sheet is on a "*without prejudice*" basis and shall not be referred to by either party in any third party proceedings.
- (b) The Employer will notify the union designate when an investigation of conduct has been initiated.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

- (a) Seniority shall be defined as the length of the employee's continuous employment with the facility and shall be accumulated based on straight-time hours paid since the most recent date of employment with the Employer. The Employer will recognize all service prior to ratification.
- (b) Upon completion of the probationary period, the initial date of employment shall be used in determining benefits and seniority hours.
- (c) Straight-time paid hours shall include:
 - (1) PTO taken (which includes paid sick leave, vacation and paid holidays);
 - (2) leave during which time an employee is in receipt of wage-loss benefits from the WSBC pursuant to Sections 29 or 30 of the *Workers Compensation Act*. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WSBC benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections;
 - (3) union leave;
 - (4) pregnancy, parental and adoption leave;
 - (5) any other approved paid leaves of absence.

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, department, worksite and straight-time hours paid up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the President of the Union or her designate and to the bargaining unit Chairperson. Such lists shall be open for final correction for a period of 30 calendar days following the posting, after which the seniority list will be considered accurate.

11.3 Loss of Seniority

An employee shall lose her seniority and shall be deemed to have terminated her employment in the event that:

- (a) she is discharged for just cause;
- (b) she voluntarily terminates her employment;
- (c) she is on layoff for more than 12 months;
- (d) she abandons her position in accordance with Clause 10.7 – Employment Abandoned;
- (e) she is 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. Employees who are required to provide notice to another employer may report to work within 14 calendar days after being notified of recall by registered mail.

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 by chance.

ARTICLE 12 - VACANCY POSTING

12.1 Postings and Transfers

- (a) A posting shall be required for vacancies or new positions which are in excess of six weeks and which the Employer is seeking to fill. A one-time increase of seven hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.
- (b) A change in the starting or quitting times, shift schedules, master rotation or scheduled days off shall not constitute a vacancy.
- (c) The Employer agrees to post such vacancy or new job for a period of at least seven calendar days in advance of the selection. Applications must be received during the seven day period or the closing date, whichever is longer, in order to be considered by the Employer.
- (d) The posting shall contain the following information: title of the job, qualifications, nature of the position, hours of work, shift schedule and wage rate.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of six weeks or less shall be filled in accordance with Appendix 2. When a temporary vacancy exists as a result of a medical leave that has extended beyond one year, the temporary vacancy will be posted as a permanent position.
- (f) A copy of the job posting will be sent to the Chairperson of the Bargaining Committee.

- (g) Postings shall be filled in the following manner:
- (1) employees who work at the worksite where the vacancy exists shall be given first consideration for the posting;
 - (2) if there is no successful candidate from that worksite, then the Employer will consider applications from those employees from the other worksites;
 - (3) the Employer will only seek external candidates if the vacancy cannot be filled from a bargaining unit worksite;
 - (4) should the successful applicant for a vacancy be from a worksite other than where the vacancy exists, that employee shall port all seniority and related benefits to the new worksite.
- (h) If a vacancy is posted and filled by an employee currently in the bargaining unit, 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.
- (i) An employee granted a temporary promotion or transfer shall return to her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.
- (1) An employee may apply for any temporary vacancy but is expected to complete the term of the vacancy.
 - (2) Notwithstanding (1) above, an employee working in a temporary vacancy may apply for a subsequent temporary vacancy without completing the current temporary vacancy once per calendar year.
- (j) Transferring employees will port seniority. Note that seniority cannot be used to bump employees of another site, but only becomes ported after the employee moves into a vacancy or goes on the casual list.

12.2 Eligibility to Apply for Postings

Employees who post into any temporary vacancy in the same classification will not be eligible to apply for any further temporary vacancy whose schedule conflicts with the current temporary position for a period of three months.

12.3 Selection Criteria

The successful applicant will be determined on consideration of the qualifications, knowledge, education, skills, experience and suitability. Where two or more applicants are equal, the one with the greater seniority, as per the most recent posted seniority list, will be selected.

12.4 Eligibility List

When a vacancy is filled by an internal applicant, the internal applicant's original position and any other subsequent vacancies created by filling the original posting will be filled through an eligibility list. The eligibility list will consist only of internal applicants for the original posting. Where the vacancies cannot be filled in this matter, the positions will be posted in accordance with Clause 12.1 – Postings and Transfers.

Postings will clearly state whether an eligibility list is to be created.

12.5 Probationary Period

It is understood that all new employees will be subject to a probationary period of 488 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 she has been appointed.

12.6 Qualifying Period

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of 488 hours worked if it is a different classification for that employee. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to her former position, she shall be returned to her 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 her former position, and wage or salary rate, without loss of seniority.

12.7 Applications from Employees

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

12.8 Right to Grieve

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

Employees who are not the successful applicant for a position may request, within five calendar days of being informed they were not successful, that they be provided in writing with the reasons they were unsuccessful.

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

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

12.9 Vacancy Posting

- (a) If a regular employee is absent from her position for more than six consecutive weeks as a result of a medical claim, such position will be posted as a temporary position in accordance with the provisions of Article 12 – Vacancy Posting.
- (b) Temporary postings will not exceed one year in duration without written agreement from the Union. Agreement to extend a temporary posting will not be unreasonably withheld. When an employee commences her pregnancy leave early, or extends her leave as a result of a pregnancy related medical issue, the one year period will be extended to cover the medical leave.
- (c) Temporary postings will include wording advising applicants that the position is *"up to one year or to the return of the incumbent. This position may end with two week's written notice."*
- (d) When an employee who is absent from her position for up to one year as a result of a medical claim is medically able to return to work, she shall be placed in her previous position at her former wage rate. An employee who is absent from her position for more than one year as a result of a medical claim is medically able to return to work, she shall be placed in an equivalent vacant position at the current wage rate for her position. If no vacant equivalent position exists, the employee will be entitled to displace a less senior employee in accordance with Article 13 – Layoff and Recall.

- (e) When an employee has been off work beyond one year the vacancy will be posted in accordance with Clause – 12.1 Postings and Transfers (e).

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of Layoff

It shall be considered a layoff when the Employer reduces an employee's regular hours by 10% or more, or when the reduction results in a change in status (FT to PT). If the reduction is by mutual agreement between the employee and the Employer, it will not be considered to be a layoff.

13.2 Layoff and Recall

In the event of a layoff, the following shall apply:

- (a) the employees shall be laid off by job classification in reverse order of seniority within a department at their worksite;
- (b) a laid off employee may displace a less senior employee in the same department at their worksite, provided the employee is qualified to do the job of the less senior employee.

Displacement rights must be exercised within seven calendar days of notification of layoff by providing written notice to the person in charge;

- (c) A displaced employee shall have the following options:

- (1) Displaced employees shall be entitled to bid on any vacancies or new positions at the current worksite. The selection of the vacant position shall be in accordance with Clause 12.3 - Selection Criteria.
- (2) Transfer to another worksite porting all seniority and related benefits to fill a vacancy that has not been filled by an employee at that worksite pursuant to Clause 12.1 – Postings and Transfers (g)(1) to (4).

Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one year and shall be rehired, subject to ability to do the work available, on the basis of last off - first on.

- (d) employees on layoff shall be recalled by department at their worksite in order of seniority subject to ability to do the work available;

- (e) (1) after three consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one week's wages as compensation for length of service.

- (2) the Employer's liability for compensation for length of service increases as follows:

- (i) after 12 consecutive months of employment, to an amount equal to two weeks' wages;
- (ii) after three consecutive years of employment, to an amount equal to three weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of eight weeks' wages.

- (3) the liability is deemed to be discharged if the employee

- (i) is given notice of termination as follows:

- a. one week's notice after three consecutive months of employment;
 - b. two weeks' notice after 12 consecutive months of employment;
 - c. three weeks' notice after three consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight weeks' notice.
- (ii) is given a combination of written notice under (e) and money equivalent to the amount the Employer is liable to pay, or
 - (iii) terminates the employment, retires from employment, or is dismissed for just cause.

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 for a regular full-time employee will be seven and one-half hours up to 12 hours per day, exclusive of unpaid meal breaks, depending on the employee's shift rotation and departmental operational requirements. The minimum annual hours for a regular full-time employee is 1872.

14.3 Scheduling

- (a) The Employer shall arrange all shift schedules and post them at least 14 days in advance of the effective date.
- (b) Regular full-time employees, except by agreement between the Employer and the employee, shall not be required to work in excess of five consecutive shifts without receiving two consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15 – Overtime.
- (c) There shall be no split shifts.
- (d) An employee reporting to work at the call of the Employer shall be paid a minimum of two hours pay at her regular rate of pay if she does not commence work, and a minimum of four hours pay at her regular rate of pay if she commences work.
- (e) Special Events: An employee reporting to work at the call of the Employer for a special event shall be paid a minimum of two hours pay at her regular rate of pay.
- (f) Special Requests from Residents: e.g. additional cleaning. An employee reporting to work at the call of the Employer to provide additional services on the request of a resident shall be paid a minimum of two hours pay at her regular rate of pay. Such duties shall be over and above the normal level of service.
- (g) Backfill: An employee reporting to work at the call of the Employer to provide backfill for in-service training and education, or for coverage to allow regular employees to participate in internal surveys during regular working hours shall be paid a minimum of two hours pay at her regular rate of pay.

(h) Employees may exchange shifts with the prior approval of the Employer, provided that a minimum of 48 hours advance notice in writing is given and there is no increase in cost to the Employer. Such requests shall not be unreasonably withheld. In extraordinary circumstances, the Site Leader or designate may approve shift exchanges or exchanges of shift rotations with less than 48 hours' notice.

(i) 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 regular shift, the employee shall not be required to report to work until there are eight clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.

(j) Where the Employer plans to implement a significant change in the shift schedule of regular employees, which will affect a majority of employees in the rotation, the change may be made provided that:

(1) the change is consistent with the operational requirements and the provisions of the collective agreement and is not capricious, arbitrary, discriminatory or in bad faith; and

(2) the Employer has inquired into and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the changes will have on the personal circumstances of such employees.

14.4 Shift Differential

(a) Definition of Shifts:

(1) Day shift is a shift that commences between 5:00 a.m. and 11:59 a.m.

(2) Afternoon shift is a shift that commences between noon and 4:59 p.m.

(3) Night shift is a shift that commences between 7:00 p.m. and 4:59 a.m.

(4) 12 hour shifts are considered to be either day shift or night shift.

(b) Employees working afternoon shift shall be paid a shift differential of 50¢ per hour for the entire shift worked.

(c) Employees working night shift shall be paid a shift differential of 50¢ per hour for the entire shift worked.

(d) Shift differentials paid will be shown as a separate line on an employee's paystub.

14.5 Rest and Meal Periods

(a) There shall be a 15 minute rest period in each half of any full shift. Employees working less than a full shift, 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 worksite. 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 straight-time rates. The actual meal time may be varied by mutual agreement at the local level between the employee and the supervisor/manager.

(c) Professional nursing staff who are not permitted to leave the worksite for their meal break will be paid straight-time for the meal break.

(d) Employees working 12 hour shifts will be entitled to two one-half hour meal periods.

- (e) The issue of designated staff areas for rest and lunch areas and the appropriate use of those areas will be discussed at the Joint Labour/Management Committee.

ARTICLE 15 - OVERTIME

15.1 Definition of Overtime

- (a) "*Overtime*" means authorized work performed by an employee in excess of the hours of work outlined in Clause 14.2 – Hours of Work. Overtime shall not be claimed or received for work which is less than 15 minutes. All work less than 15 minutes in excess of the hours of work outlined in Clause 14.2 – Hours of Work, shall be paid at straight-time rates of pay. Work in excess of 15 minutes will be paid at the applicable overtime rate.
- (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 two 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 Site Leader or designate .

15.3 Sharing of Overtime

- (a) Except in the case of emergencies or short notice, overtime shall be allocated on an equitable basis within the appropriate classifications at the worksite. For the purpose of this clause, an effort by the Employer to contact an employee shall constitute an opportunity to work.
- (b) A refusal to work overtime shall constitute an opportunity to have worked.

15.4 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 or for the safety of the residents.

15.5 Overtime for Part-Time Employees

- (a) A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than her 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.
- (b) A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than her 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.
- (c) Regular part-time and casual employees may work six consecutive days with one day of rest without attracting overtime provided that daily and weekly hours of hours of work are not exceeded. Employees will provide written notice to the Employer if they wish to work six days in order to

maximize their hours. Should an employee choose not to accept a shift offered on the sixth day it shall not be considered to be a refusal.

An employee may change her availability for a sixth day by providing written notice to the Employer once per calendar year by January 15th.

15.6 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half for the first four hours of overtime on a regularly scheduled workday;
- (b) double-time in excess of (a);
- (c) subject to Clause 15.4 – Right to Refuse Overtime, time and one-half for all hours worked on the employee's scheduled day of rest, but employees shall not have the day off re-scheduled.
- (d) overtime shall be compensated in cash.

15.7 Callback

Regular employees called back to work on their regular time off shall receive a minimum of two hours overtime pay at the applicable rate.

15.8 Rest Interval

A regular employee required to work overtime beyond her regularly scheduled shift shall be entitled to eight clear hours off between the end of the overtime and the start of the next regular shift. If it is not possible to provide eight clear hours off between the overtime shift and the employee's next regularly scheduled shift, then the employee shall not be required to report to work until there are eight clear hours between the end of the overtime shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.

15.9 Shift Exchanges

In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts. All shift exchanges must be approved in accordance with Clause 14.3(h) – Scheduling.

15.10 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half hours overtime following her scheduled hours of work shall be provided with a meal. If no meal is available, the employee shall be reimbursed with a meal expense of \$10, with a receipt.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

- (a) The following are recognized as statutory holidays at the facility:

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

(b) 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.

16.2 Working on a Statutory Holiday

(a) Regular employees who are required to work on a statutory holiday shall be paid at a rate of one and one-half times her rate of pay for hours worked. An employee's day off with pay in lieu is included in the PTO calculation.

(b) Overtime worked on a statutory holiday will be paid at the rate of two times employee's straight-time rate of pay for all hours of overtime worked.

(c) An employee's day off with pay in lieu is included in the PTO calculation.

16.3 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 Year's Day off, based on seniority, staffing requirements and the holiday shifts worked the previous year. Employees shall indicate their preference in writing on or before November 1st of each year.

16.4 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 her regular position for a majority of the 60 working days preceding the designated holiday, in which case she shall receive the higher rate.

ARTICLE 17 - PAID TIME OFF

17.1 Paid Time Off (PTO)

PTO "*paid time off*" is a bank of hours that employees are entitled to access for various paid leaves including sick days, vacation, and personal days. It includes the payment for lieu days related to statutory holidays.

(a) The PTO year is a calendar year, January 1st to December 31st. PTO is earned and used in the same calendar year. Employees may access unearned PTO. If an employee resigns or is terminated and has taken more PTO than earned, the unearned PTO will be deducted from the employee's final paycheque.

(b) Regular employees will be credited with 233 hours of PTO per year.

(c) PTO entitlement is based on a 37.5 hour workweek. Regular employees working less than 1950 hours annually will have their PTO pro-rated. PTO will accrue during a regular employee's probation period, but may not be used until completion of probation.

(d) There will be no carryover or payout of unused PTO.

17.2 Planned PTO

(a) Requests for planned PTO between January 1st and June 30th must be submitted to the Employer by November 15th of the previous year. Requests for planned PTO between July 1st and December 31st must be submitted to the Employer by March 31st.

(b) PTO requests shall be approved by the Employer within fourteen calendar days of the submission dates above.

- (c) If an employee cannot attend work due to illness or injury, the employee shall be permitted to use PTO as per Clause 18.1 – Use of PTO for Illness or Injury.
- (d) Planned PTO shall be granted on the basis of service seniority within a department. An employee shall be entitled to receive her PTO in an unbroken period. Employees wishing to split their planned PTO may exercise service seniority rights on their first choice within each vacation block. Seniority shall prevail in the choice of the subsequent PTO period, but only after all other first planned PTO periods have been selected.
- (e) Employees who do not exercise their seniority rights by the cutoff dates shall not be entitled to exercise those rights with respect to any planned PTO previously selected by employees with less seniority.
- (f) Planned PTO, once approved, shall not be changed except in cases of emergency or by mutual agreement between the employee and the Employer.

17.3 Unplanned PTO

- (a) Employees may opt to use PTO for any unplanned absences including, but not limited to, absences due to illness or injury. Employees shall not be required to use PTO for special leaves under Clauses 20.1 – Compassionate Care Leave and 20.2 – Bereavement Leave.
- (b) Requests for unplanned PTO shall be made in writing with seven calendar days' notice. The Employer will respond to the request within two calendar days.

17.4 Callback

- (a) Employees who have commenced their PTO shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any PTO period, an employee is recalled to duty, she shall be reimbursed for all reasonable expenses incurred thereby by herself, in proceeding to her place of duty and in returning to the place from which she was recalled upon resumption of PTO, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to her place of duty and returning again to the place from which she was recalled shall not be counted against her remaining PTO time.

17.5 PTO Credits Upon Death

Earned but unused PTO entitlement shall be made payable, upon an employee's death, to the employee's estate.

17.6 Reinstatement of PTO Days

In the event an employee is qualified for bereavement leave, prior to the commencement of her PTO period, there shall be no deduction from the PTO credits for such leave. The PTO period so displaced shall be added to the PTO period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

17.7 Employees Unable to Take PTO

Employees who are unable to take PTO due to operational requirements or WSBC leave will have any unused PTO scheduled on an exception basis. Exceptions must be approved prior to December 1st by the Chief Operating Officer.

17.8 Carryover of PTO

Regular full-time employees may carry over a maximum of 60 hours of PTO and regular part-time employees may carry over a maximum 30 hours of PTO. Carried over PTO will be paid at the hourly rate at which it was accrued.

Effective January 1, 2017 there will be no carryover of PTO.

ARTICLE 18 - PTO FOR ILLNESS OR INJURY

18.1 Use of PTO for Illness or Injury

If a regular employee cannot attend work due to illness or injury, the employee must use any remaining unrequested PTO prior to taking unpaid leave for illness or injury. Employees will not be required to cancel PTO that has been requested or scheduled in advance to replace unpaid leave due to illness or injury.

18.2 Medical Certificates

The Site Leader or designate may require employees who are absent from work due to illness exceeding three consecutive shifts, exceed eight sick leave occurrences in one calendar year or appear to have a pattern of absences, to provide a medical certificate. The cost of obtaining a medical certificate will be borne by the employee.

18.3 Employee to Inform Employer

The employee shall advise the Site Leader or designate at least 24 hours prior to the start of her next shift or as soon as possible of her inability to report to work because of sickness or injury, the nature of the illness or injury, and the probable date of her return to work.

Employees who are absent from work because of sickness shall contact the Community Site Leader or designate 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 must provide sufficient notice to the Employer of their ability to return to work, prior to doing so. It is agreed that longer notice is required where the employee has been absent from work for a period in excess of 30 consecutive days.

Employees may be required to prove fitness to return to work, prior to actually returning to work.

18.4 Probationary Period

During the probationary period, an employee is not entitled to sick leave. Upon completion of the probationary period, an employee will be credited with PTO accumulated during the probationary period.

18.5 Third Party Coverage

In the event than an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six months following the illness or injury, unless the employee first

elects to take action on her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

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

18.6 Medical/Dental Appointments

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

ARTICLE 19 - WORKERS' COMPENSATION

19.1 PTO for Illness or Injury/WorkSafeBC

Paid time off shall be paid for one day or less not covered by the *Workers Compensation Act*.

19.2 Benefits While on Compensation

(a) Regular employees who are absent from work and in receipt of WSCB wage loss replacement benefits shall be considered as being on unpaid leave of absence, except that seniority and benefits shall be applied as follows:

- (1) seniority hours pursuant to Clause 11.1 – Seniority Defined shall continue to accrue;
- (2) PTO entitlement in Clause 17.1 – Paid Time Off shall continue to accrue; and
- (3) the Health and Welfare provisions of Article 24 – Health and Welfare will continue to apply for 20 working shifts or the end of the calendar month in which the employee is injured whichever is greater.

(b) By mutual agreement between the Employer and the employee, PTO hours accrued during an employee's absence due to a WSBC absence may be paid out to the worker upon return from leave. The amount of PTO to be paid out will be mutually agreed between the worker and the Employer.

19.3 Employee to Contact Employer

Employees commencing a WSBC leave are required to provide the Employer with current contact information in writing including home and mailing address and home or cell phone number. Employees are also required to provide in writing to the Employer any changes to their contact information as it occurs.

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

Prior to returning to work, employees who have been absent from work and in receipt of WSBC 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 20 - SPECIAL AND OTHER LEAVE**20.1 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. The employee will be required to provide documentation to support her request for such leave. There will be no interruption in the accrual of seniority or benefits provided for under Article 24 – Health and Welfare.

20.2 Bereavement Leave

(a) the event of the death of an immediate family member, an employee who is not on unpaid leave of absence shall be entitled to bereavement leave, at her regular rate of pay, for three consecutive work shifts. The employee may be entitled to two additional days off, without pay, to travel in conjunction with the bereavement leave day.

(b) In the alternative to (a) above, if an established ethno-cultural or religious practice provides for ceremonial occasions other than the bereavement period between the date of death and the date of the funeral, an employee may take the bereavement leave day and any necessary travel time referred to (a), at the time of the ceremonial occasion.

(c) Immediate family is defined as an employee's parent, stepparent, foster parent, spouse, common-law spouse, child, legal stepchild, legal ward, legal guardian, brother, sister, father-in-law, mother-in-law, grandparent, daughter-in-law, son-in-law, and any other relative permanently residing in the employee's household or with whom the employee resides.

(d) If an employee is on PTO at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to PTO.

20.3 Unpaid Leave for Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office as per Clauses 20.4 – Unpaid Leave and 20.5 – Health and Welfare Benefits While on Unpaid Leave of Absence.

20.4 Unpaid General Leave

(a) Subject to 20.4(b), an employee may request unpaid general leave of absence for any purpose. 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. Such permission shall be subject to operational requirements and shall not be unreasonably withheld.

(b) Employees must use all unrequested PTO prior to being granted an unpaid general leave of absence. Employees will not be required to cancel PTO that has been requested or scheduled in advance to replace unpaid general leave.

(c) Such leave shall not be granted where the employee is assuming other employment. Leaves shall not be extended beyond six months, except in exceptional or unusual circumstances.

(d) 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.

(e) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding 20 working shifts in any year, the employee shall not accumulate benefits or seniority from the 21st day of the unpaid leave to the last day of the unpaid leave.

20.5 Health and Welfare Benefits While on Unpaid Leave of Absence

(a) The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of 20 work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of 20 work shifts in any calendar year, benefit coverage may be continued by the employee, only if she pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

(b) Employees who are absent for more than 20 work shifts in any calendar year due to taking unpaid general leave and opt to not pay the cost of the benefit premiums will lose access to benefits and will have their entitlement to such benefits reinstated effective January 1st of the following calendar year provided they are actively at work.

(c) Employees on an unpaid medical leave or WSBC leave whose benefit coverage was inactive will have their benefits reinstated on the first day of the calendar month following their return to active duty in accordance with Clause 24.2 – Commencement of Coverage.

(d) Notwithstanding (a) above, if an employee is on unpaid leave of absence for any of the following reasons:

- (1) pregnancy, parental or adoption leave;
- (2) family responsibility leave;
- (3) compassionate care leave;
- (4) reservists leave;
- (5) bereavement leave;
- (6) jury duty, or
- (7) for volunteer fire fighting duties.

her benefit coverage will be continued providing the employee pays, in advance, their share of the monthly cost of all of the benefit premiums to the Employer in accordance with the procedures established by the Employer.

20.6 Education Leave

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. 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 she will return to her former position.

(c) Educational courses referred to on a job description shall not be paid for by the Employer and employees may use PTO or unpaid leave.

20.7 Jury Duty and Leave for Court Appearances

Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An employee in receipt of her regular earnings while serving at a court shall remit to the Employer all monies paid to her 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.

ARTICLE 21 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

21.1 Pregnancy Leave

(a) A pregnant employee who requests leave under this agreement is entitled to 17 weeks of unpaid leave:

(1) *Beginning*

- (i) no earlier than 11 weeks before the expected birth date; and
- (ii) no later than the actual birth date.

(2) *Ending*

- (i) no earlier than six weeks after the actual birth date, unless the employee requests a shorter period; and
- (ii) no later than 17 weeks after the actual birth date.

(b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to six consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.

(c) An employee is entitled up to six additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Subsection (a) or (b).

(d) A request for leave must:

- (1) be given in writing to the Employer;
- (2) if the request is made during the pregnancy, be given to the Employer at least four weeks before the day the employee proposes to begin leave; and
- (3) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Subsection (c).

(e) A request for a shorter period under Subsection (a)(2)(i) must:

- (1) be given in writing to the Employer at least one week before the date the employee proposes to return to work; and
- (2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

21.2 Parental Leave

- (a) An employee who requests parental leave under this article is entitled to:
- (1) for a birth mother who takes leave under Clause 21.1 – Pregnancy Leave in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause 21.2 – Parental Leave unless the Employer and the employee agree otherwise
 - (2) for a birth mother who does not take leave under Clause 21.2 – Parental Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after the event
 - (3) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event and
 - (4) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning after the child is placed with the parent
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Subsection (a).
- (c) A request for leave must:
- (1) be given in writing to the Employer;
 - (2) if the request is for leave under Subsection (a)(1) or (a)(2), be given to the Employer at least four weeks before the employee proposes to begin leave; and
 - (3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement leave.
- (d) An employee's combined entitlement to leave under Clauses 21.1 – Pregnancy Leave and 21.2 - Parental Leave is limited to 52 weeks plus any additional leave the employee is entitled to under Clause 21.1(c) – Pregnancy Leave or 21.2(c) – Parental Leave.

21.3 Return from Leave

- (a) An employee on leave pursuant to Clauses 21.1 – Pregnancy Leave and 21.2 – Parental Leave shall provide the Employer with at least one month's written notice. On return from leave, an employee shall be placed in her former position or where the position no longer exists in a position of equal rank and basic pay. Where no position exists, Article 13 – Layoff and Recall shall apply.
- (b) The employee shall not have an advantage over other employees as a result of such leave.

21.4 Benefit Plan

If an employee maintains coverage for benefits while on pregnancy leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of 17 weeks and for an employee on parental leave, a maximum of 37 weeks.

If an employee fails to return to work, or returns to work for a period of less than three months, the Employer will recover monies paid under this section on a prorated basis.

21.5 Sick Leave

Illness arising due to pregnancy during employment, prior to leave of absence, may be charged to PTO.

21.6 Paid Time Off (PTO)

The employee shall retain PTO credits she had accrued immediately prior to commencing the leave.

21.7 Seniority Rights on Reinstatement

(a) An employee who returns to work after the expiration of the pregnancy or parental leave shall retain the seniority she had 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 her leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave or if she does not return to work on the date specified on the notice of return from leave.

ARTICLE 22 - SAFETY AND HEALTH**22.1 Joint Health and Safety Committee**

A joint health and safety committee (JHS Committee) shall be established. Unless otherwise mutually agreed, the Committee shall be composed of:

- (a) up to two representatives appointed by the Employer; and
- (b) up to two representatives or their alternate(s) as appointed by the Union.

The union representatives shall be employees at the worksite.

22.2 Committee Responsibilities

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

22.3 Date of Injury

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift at her regular rate of pay, unless a doctor states that the employee is fit for further work on that shift.

22.4 Transportation

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

22.5 Right to Refuse Unsafe Work

No employee shall be disciplined for refusal to work where they can demonstrate that the work is unsafe as per the *Workers Compensation Act* and regulations.

22.6 Lieu Time to Attend Meetings

Members of the JHS Committee who attend committee meetings outside normal working hours shall be credited with equivalent straight-time off with pay, to be scheduled at a mutually agreeable time.

22.7 Investigation of Accidents

The JHS Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. The Committee may investigate the incident jointly, by one representative of the Union and one employer representative and report to the Union and the Employer on the nature and cause of the accident or injury. Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board.

In the event of a fatality, the Employer shall immediately notify the President of the Union or her designate and the Bargaining Committee Chairperson.

22.8 Aggressive Residents

(a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

(b) When the Employer is aware that a client has a history of aggressive behaviour, the Employer will make such information available to the employee.

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

(d) At the choice of the employee, private and confidential critical stress defusing shall be made available and known to employees who have suffered a serious work related traumatic incident of an unusual nature. The steward shall be immediately notified by the Employer of the traumatic incident.

22.9 Employees Working Alone

(a) Employees who work alone shall be supplied appropriate equipment necessary in order to ensure personal safety. Appropriate equipment and the procedure for check-in outlined in (b) below, may vary dependent on the variety of work alone situations. The JHS Committee shall take input from employees in working alone situations and WorkSafeBC to determine what equipment is appropriate, and make recommendations to the Employer. Equipment shall be supplied and paid for by the Employer.

(b) The Employer shall set up a check-in procedure for all employees who work alone under conditions which present a risk of disabling injury as outlined in the WorkSafeBC OH&S Regulations, in consultation with employees who work alone and the JHS Committee. The procedure will be set up with log books indicating who and how each employee was checked for safety with dates and times of every check. The Employer shall pay for any costs associated with the implementation of the procedure.

ARTICLE 23 - 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 the long-term care field.

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

Any employee classified as a regular employee shall be considered displaced by technological change when her 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 she is employed.

Employees affected by technological change will be given reasonable notification in advance and allowed a training period 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, utilizing 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 24 - HEALTH AND WELFARE

24.1 Benefit Coverage

(a) The Employer will pay 100% of the premium cost. The plan follows the BC Provincial Drug Formulary and allows Special Authority Requests for a limited number of prescription drugs that are not covered under the mainstream drug formulary. Eligible employees will receive a maximum benefit of up to \$2,000 per calendar year.

(b) Note:

- (1) The employee must register for Fair Pharmacare.
- (2) Employee will pay any dispensing fee charge in excess of \$7.50 per prescription or refill.

(c) Detailed information will be provided in the benefit information brochure upon enrolment of qualifying employees in the plan.

(d) Participation in the Employer's health and welfare plan is mandatory for eligible employees unless the employee is covered under another health and welfare plan excluding MSP. Proof of coverage will be required.

24.2 Commencement of Coverage

(a) Coverage under the provisions of this article shall apply to regular full-time and regular part-time employees who work 20 hours or more per week and shall commence the first day of the calendar month immediately following the completion of the employee's probationary period.

(b) Part-time employees, not entitled to receive benefit coverage and who temporarily fill a specific regular full-time or regular part-time position will be entitled to the health and welfare plans specified under this article provided the specific assignment exceeds six continuous months in duration and the employee works at least 20 hours or more per week.

(c) If it is known in advance that the assignment will exceed six months benefits will commence:

- (1) if the employee has passed probation, on the first day of the month following the start of the assignment; or
 - (2) the first day of the month following completion of the employee's probation period.
- (d) If the length of the assignment is unknown, benefits will commence, on the first day of the month following the completion of six months in the position.
- (e) Benefits will apply for the duration of the specified temporary assignment only and shall commence the first day of the calendar month immediately following the completion of 488 hours of work at the facility.
- (f) Benefit coverage for eligible employees returning from a medical or WSBC leave of absence for which benefit coverage was not active will commence on the first day of the calendar month following their return to active duty.

24.3 Extended Health Plan

- (a) The Employer will pay 100% of the premium cost. The plan covers paramedical services \$500 per practitioner per calendar year up to a combined maximum of \$1,000 per calendar year, optometric eye exams at \$70 per year, prescription eye glasses/contact lenses at \$150 per 24 months, out of province emergency travel coverage and referral services.
- (b) The plan shall include a direct pay drug card.
- (c) Effective January 1, 2017 the deductible for prescription drugs will increase to \$50 per year for single and \$100 per year for couple or family coverage.

24.4 Dental Plan

- (a) The Employer will pay 100% of the premium cost. The plan covers basic services, comprehensive basic services, and major services. Preventative and comprehensive basic services are reimbursed at 90% and major services are reimbursed at 50%. The plan pays a maximum of \$1,500 per covered person per year for all services combined.
- (b) Effective January 1, 2018 a deductible of \$25 per year for single and \$50 per year for couple or family coverage for the dental plan will be implemented.

Effective January 1, 2019 the dental deductible will increase to \$50 per year for single and \$100 per year for couple or family coverage.

24.5 Group Life and Accidental Death and Dismemberment

Group Life Insurance is a taxable benefit to the employee. The plan provides insurance benefit for the participant of \$100,000 for each accidental death and dismemberment and for life insurance. The Employer will pay 100% of the premium cost. Dependant life insurance benefit coverage is \$10,000 for spouse and \$5,000 for each child.

24.6 Long-Term Disability Plan

The Employee will pay 100% of the premium cost. The amount of the monthly benefit is the lesser of 66.7% of the gross monthly income determined at the beginning of disability (up to a maximum of \$6,000 per month) or 85% of the net monthly income determined at the beginning of disability less all applicable reductions.

24.7 Employer to Arrange for Coverage

The Union recognizes and agrees that the Employer's obligations and liability with regard to providing the benefit and insurance coverage agreed to herein is in all events limited to arranging for the underwriting coverage by the insurer(s) and for the internal procedural administration of the Plans. The Employer cannot be held liable for refusal by the insurer(s) to underwrite any plan, for cancellation of coverage of any Plan by the insurer(s) or for the rejection of any claim or claims by the insurer(s).

Any employee currently receiving benefits at March 1, 2009 but working less than 20 hours per week shall maintain benefit coverage.

24.8 Medical Services Plan

Permanent PT and FT employees who have worked 3900 hours or more for the Employer and are enrolled in the Employer's Health and Welfare Benefits will be paid \$300 per year towards MSP coverage. The eligible amount will be paid once a month via payroll deposit.

ARTICLE 25 - WORK CLOTHING, EQUIPMENT AND RELATED SUPPLIES

25.1 Work Clothing

- (a) The Employer will supply suitable gloves and aprons and other protective clothing to employees required by the Employer to wear same.
- (b) Regular full-time employees will receive three new shirts and regular part-time employees will receive two new shirts. These shirts will be replaced or repaired as needed. If an employee chooses to have their uniform laundered at the facility then the uniform will be part of a communal pool and not assigned to the individual.
- (c) Casual employees will not receive any uniforms. They will be required to pick up a uniform upon arriving for a shift and return it prior to leaving the building.
- (d) The style and design of the uniform shall be consistent with the Employer's brand and will be the same at all the sites that the Employer operates. The exception to this are the Mentorship Sites where the mentor Society may have specific requirements around the style and design of the uniform. The Employer will provide an opportunity for input at the Joint Labour Management Committee in uniform selection from options that have been deemed appropriate by the Employer.
- (e) Employees are required to return uniforms upon resignation/termination of employment per Clause – 28.2 Employer Property. Failure to return any uniforms will result in a deduction from the employee's last paycheque of \$25 per uniform which will be reimbursed upon return of the uniforms to the Employer.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Paydays

- (a) Employees shall be paid biweekly by direct deposit.
- (b) Paycheque stubs shall be distributed electronically on the payday.

26.2 Pay on Temporary Assignment

- (a) An employee temporarily assigned by the Employer to a position with a rate of pay lower than her rate of pay shall maintain her regular rate of pay except in the case where the employee has

requested additional hours in the lower paid classification in accordance with Appendix 2 – Casual Call-in, or is the successful applicant for a temporary posting in the lower classification.

(b) An employee temporarily assigned by the Employer to a position with a rate of pay higher than her regular rate of pay shall be paid at the appropriate rate for the position.

26.3 Substitution Pay

An employee temporarily assigned by the Employer to a position with a rate of pay higher than her rate of pay shall be paid the higher rate of pay for the shift.

An employee temporarily assigned by the Employer to an excluded position shall be paid a premium of \$1.00 per hour for each hour worked in the excluded position.

26.4 Mileage

An allowance of 55¢ per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

The Employer will pay for reasonable parking expenses incurred by an employee who uses her own vehicle in the performance of their duties.

ARTICLE 27 - NOTICE OF NEW AND CHANGED POSITIONS

27.1 Job Descriptions

The Employer agrees to supply the President of the Union or her designate, and chairperson of the Bargaining Committee with the job descriptions for those classifications in the bargaining unit.

27.2 New Classifications/Duties

(a) Notice of New Positions

In the event the Employer shall establish a new position, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. 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 - GENERAL CONDITIONS**28.1 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 her duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action.

28.2 Employer Property

Employees must return to the Employer all employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

28.3 Copies of Agreement

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

The cost shall be shared equally. The Union will invoice the Employer.

28.4 Volunteers and Bargaining Unit Work

It is agreed that volunteers have a role to fill in the operation of a seniors' facility and are an important link to the community being served. The use of volunteers will not result in the layoff of bargaining unit employees, nor will volunteers be used to fill established positions within the bargaining unit. The use of volunteers will continue as per current practice.

It is further agreed that the current practice regarding the use of volunteers, as of the date of execution of this agreement, is consistent with the above.

28.5 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal clothing and needed tools of trade are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of \$100, for the repair or replacement costs of personal deductible insurance, provided such personal possessions conform with the Employer's professional appearance policy.

28.6 Joint Labour/Management Committee

- (a) The parties agree to establish a local joint labour management committee consisting of a maximum of two union representatives appointed by the union and employer representatives at each worksite. In addition a provincial joint committee composed of union staff representatives and representatives of the Employer shall be established.
- (b) The local Joint Labour Management Committee shall meet quarterly, or at the call of either party, unless mutually agreed otherwise. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.

- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - (2) correcting conditions causing misunderstandings;
- (f) The Provincial Joint Labour Management Committee shall meet twice per year or at the call of either party, unless mutually agreed otherwise. Meetings shall be by teleconference. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee.
- (1) The Provincial Joint Labour Management Committee shall have the same jurisdiction and powers as set out in (d) and (e), above, but shall have a focus on issues with a province-wide impact.
 - (2) dealing with matters referred to it in this agreement.
- (g) Minutes of joint committee meetings shall be transcribed by the alternating chair and distributed to committee members and the union office.

28.7 Employee Access to Leave Records

Employees shall have access to their own leave records for sick leave and PTO. Upon request, these shall be provided within a reasonable period of time.

28.8 In-Service Education and Staff Meetings

The parties recognize the value of in-service training both to the employee and the Employer. Employees who are required to attend training seminars or staff meetings shall be paid a minimum of two hours at their regular rate of pay or for the duration of the meeting at their regular rate of pay, whichever is greater. If an employee is unable to attend required training or a required staff meeting, the employee may be asked to provide a written explanation for the inability to attend. When the Employer requests an employee to attend a voluntary meeting, the employee has no obligation to attend. If the employee does attend such a voluntary meeting, it will be without pay.

28.9 Criminal Record Check

Employees are responsible to complete criminal record checks every five years as required by the Province of British Columbia. The cost of having the criminal record check will be borne by the employee.

ARTICLE 29 - CASUAL EMPLOYEES

29.1 Definition of a Casual Employee

A casual employee is one who is employed in work that is not of a continuous nature, including coverage for vacation, illness or injury, or temporary work which is created by a special project or contract.

29.2 Application of Agreement

Casual employees are covered by the following provisions of the collective agreement:

- (1) Article 1 – Purpose of Agreement
- (2) Article 2 – Recognition of the Union
- (3) Article 3 – Union Security
- (4) Article 4 – Check-off of Union Dues
- (5) Article 5 – Employer and Union Shall Acquaint New Employees
- (6) Article 6 – Employer's Rights
- (7) Article 7 – Employer and Union Relations
- (8) Article 8 – Grievances
- (9) Article 9 – Arbitration
- (10) Article 10 – Dismissal, Suspension and Discipline
- (11) Article 11 – Seniority
- (12) Article 12 – Vacancy Posting
- (13) Article 14 – Hours of Work; except for 14.3(a)(e)(g) - Scheduling
- (14) Article 15 – Overtime, except for 15.5 – Overtime for Part-Time Employees, 15.6(c) - Overtime Compensation and 15.8 - Rest interval
- (15) Article 22 – Safety and Health
- (16) Clause 24.2(b) – Health and Welfare
- (17) Article 25 – Work Clothing and Related Supplies
- (18) Article 26 – Payment of Wages and Allowances, except 26.2 – Pay on Temporary Assignment and 26.3 – Substitution Pay
- (19) Article 27 – Notice of New and Changed Positions
- (20) Article 28 – General Conditions
- (21) Article 29 – Term of Agreement
- (22) Appendix 1– Wage Schedule
- (23) Appendix 2 – Casual Call-in
- (24) Memorandum of Agreement #1 – Staff Meals

29.3 Paid Holidays for Casual Employees

- (a) Casual employees shall be paid 4% holiday pay based on gross earnings and paid on each paycheque, assuming they have worked in the pay period.
- (b) Casual employees, who work on a proclaimed statutory holiday as per Clause 16.1 – Paid Holidays shall be paid time and one-half for working on the statutory holiday.

29.4 PTO for Casual Employees

Casual employees will not be eligible for PTO, but will receive 4% of earnings on each paycheque in lieu of PTO.

29.5 Rates of Pay for Casual Employees

Casual employees shall be paid in accordance with the job category in which they are employed.

29.6 Regular Status

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.

29.7 Benefits for Casual Employees Working Regular Assignments

- (a) Casual employees who temporarily fill a specific regular full-time or regular part-time position are entitled to the health and welfare plans specified under this article provided the specific assignment exceeds six continuous months in duration and the employee works at least 20 hours or more per week.
- (b) If it is known in advance that the assignment will exceed six months benefits will commence:
 - (1) if the employee has passed probation, on the first day of the month following the start of the assignment; or
 - (2) the first day of the month following completion of the employee's probation period.
- (c) If the length of the assignment is unknown, benefits will commence, on the first day of the month following the completion of six months in the position.
- (d) Benefits will apply for the duration of the specified temporary assignment only and shall commence the first day of the calendar month immediately following the completion of 488 hours of work at the facility.
- (e) Benefits will not apply to casual employees who fill a series of regular full-time or regular part-time positions of less than six months duration even though the cumulative number of assignments exceeds six months duration or longer.

ARTICLE 30 - CONTRACTING OUT

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

ARTICLE 31 - TERM OF AGREEMENT**31.1 Duration**

This agreement shall be binding and remain in effect from date of January 1, 2016 until midnight December 31, 2020.

31.2 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 September 30, 2020 but in any event, no later than midnight on October 31, 2020.

(b) Where no notice is given by either party prior to October 31, 2020 both parties shall be deemed to have given notice under this section on October 31, 2020.

(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.

(d) It is understood that either party may give written notice to open collective bargaining at any time within the year the collective agreement expires.

31.3 Change in Agreement

Any change deemed necessary in this agreement, including any unique issues at an individual worksite, may be made by mutual agreement at any time during the life of this agreement.

31.4 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement until such time as either party discontinues negotiations.

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.

31.5 Effective Date of Agreement

The provisions of this agreement shall come into full force and effect on the March 18, 2016 unless otherwise specified.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Johann Burger
President / Board Member

Michael Dupuis
Bargaining Committee Chairperson

Jennifer Thatcher
Director of Human Resources

Angela Vicars
Bargaining Committee

Liz Frank
Community Administrator

Tina Campbell
Bargaining Committee

Deb Wilson
Staff Representative

Dated this _____ day of _____, 20_____.

APPENDIX 1
Wage Schedule
Classifications and Hourly Rates

Position	Current	Apr 1, 2016	Apr 1, 2017	Apr 1, 2018	Apr 1, 2019	Apr 1, 2020
Assisted Living / Housing						
Assisted Living Coordinator - Probationary		\$23.42				
Assisted Living Coordinator	\$24.14	\$24.26	\$24.26	\$24.50	\$24.87	\$25.37
Chef - Probationary		\$19.29				
Chef	\$19.89	\$19.99	\$19.99	\$20.19	\$20.49	\$20.90
Recreation Coordinator - Probationary		\$18.30				
Recreation Coordinator	\$18.87	\$18.96	\$18.96	\$19.15	\$19.44	\$19.83
Assisted Living Worker - Probationary		\$16.83				
Assisted Living Worker	\$17.35	\$17.44	\$17.44	\$17.61	\$17.88	\$18.23
Assisted Living Worker #3	\$17.44	\$17.53	\$17.53	\$17.70	\$17.97	\$18.23
Assisted Living Worker #4	\$17.82	\$17.91	\$17.91	\$18.00	\$18.09	\$18.23
Recreation Worker - Probationary		\$16.83				
Recreation Worker	\$17.35	\$17.44	\$17.44	\$17.61	\$17.88	\$18.23
Cook - Probationary		\$17.07				
Cook	\$17.60	\$17.69	\$17.69	\$17.86	\$18.13	\$18.50
Cook's Helper - Probationary		\$14.13				
Cook's Helper	\$14.57	\$14.64	\$14.64	\$14.79	\$15.01	\$15.31
Multi Service Worker - Probationary		\$14.13				
Multi Service Worker	\$14.57	\$14.64	\$14.64	\$14.79	\$15.01	\$15.31
Line Cook - Probationary		\$17.07				
Line Cook	new	\$17.60	\$17.60	\$17.78	\$18.04	\$18.40
Prep Cook - Probationary		\$13.10				
Prep Cook	new	\$13.50	\$13.50	\$13.64	\$13.84	\$14.12
Room Attendant - Probationary		\$13.10				
Room Attendant	new	\$13.50	\$13.50	\$13.64	\$13.84	\$14.12
Laundry Attendant - Probationary		\$13.10				
Laundry Attendant	new	\$13.50	\$13.50	\$13.64	\$13.84	\$14.12
Executive Housekeeper - Probationary		\$14.07				
Executive Housekeeper	new	\$14.50	\$14.50	\$14.65	\$14.86	\$15.16
Server - Probationary		\$12.61				
Server	new	\$13.00	\$13.00	\$13.13	\$13.33	\$13.59
Dining Room Coordinator - Probationary		\$16.00				
Dining Room Coordinator	new	\$16.50	\$16.50	\$16.67	\$16.91	\$17.25
Activity & Events Specialist - Probationary		\$15.52				
Activity & Events Specialist	new	\$16.00	\$16.00	\$16.16	\$16.40	\$16.73
Complex Care						
Program Coordinator (RN/RPN) - Probationary		\$33.56				
Program Coordinator (RN/RPN)	\$34.60	\$34.77	\$34.77	\$35.12	\$35.65	\$36.36
Program Coordinator (LPN) - Probationary		\$23.42				
Program Coordinator (LPN)	\$24.14	\$24.26	\$24.26	\$24.50	\$24.87	\$25.37
Cook II - Probationary		\$18.79				
Cook II	\$19.37	\$19.47	\$19.47	\$19.66	\$19.96	\$20.36

Position	Current	Apr 1, 2016	Apr 1, 2017	Apr 1, 2018	Apr 1, 2019	Apr 1, 2020
Cook II - hired prior to February 16, 2012	\$19.85	\$19.92	\$19.92	\$20.07	\$20.22	\$20.36
Resident Care Attendant - Probationary		\$18.27				
Resident Care Attendant	\$18.84	\$18.93	\$18.93	\$19.12	\$19.41	\$19.80
Resident Care Attendant - hired prior to February 16, 2012	\$20.34	\$20.44	\$20.54	\$20.65	\$20.75	\$20.85
Music Coordinator - Probationary		\$18.27				
Music Coordinator	\$18.84	\$18.93	\$18.93	\$19.12	\$19.41	19.80
Music Coordinator - hired prior to February 16, 2012	\$20.34	\$20.44	\$20.54	\$20.65	\$20.75	\$20.85
Rehab Worker - Probationary		\$19.56				
Rehab Worker	\$20.16	\$20.26	\$20.26	\$20.46	\$20.75	\$21.19
Rehab Worker - hired prior to February 16, 2012	\$20.34	\$20.44	\$20.54	\$20.65	\$20.75	\$21.19
Recreation Coordinator - Probationary		\$19.28				
Recreation Coordinator	\$19.88	\$19.98	\$19.98	\$20.18	\$20.48	\$20.89
Recreation Worker - Probationary		\$18.27				
Recreation Worker	\$18.84	\$18.93	\$18.93	\$19.12	\$19.41	\$19.80
Cook's Helper - Probationary		\$14.72				
Cook's Helper	\$15.18	\$15.26	\$15.26	\$15.41	\$15.64	\$15.95
Hospitality Worker - Probationary		\$14.72				
Hospitality Worker	\$15.18	\$15.26	\$15.26	\$15.41	\$15.64	\$15.95

APPENDIX 2 Casual Call-in

All casual employees shall receive a letter of appointment immediately upon recruitment clearly confirming their days and times of availability for work of a casual nature.

The letter shall specify that in order for the casual employee to maintain employment, she shall work a minimum of 360 hours over a fixed 12 month period, or other number of hours agreed to between the Employer and employee, provided the agreed number hours have been offered to her.

Mid-way through the 12 month period, a casual employee who has worked fewer than the minimum agreed hours will be notified of the number of casual hours worked.

Casual Register

The casual register will include all casual and part-time employees who have registered for casual work by providing written notice to the Manager/designate.

Availability

1. Casual employees must be available for a minimum of four shifts per month, and must work at least four shifts per month, provided four shifts are offered to them, unless otherwise agreed between the Employer and employee.
2. Casuals must make themselves available for either Christmas or New Year's Day.
3. Availability sheets are due by the first of the month for the following month. (i.e. January 1st for February)
4. Employees who do not submit their availability form by the deadline will not be called.

5. Casual employees who fail to submit availability for three consecutive months will be considered to have resigned their employment.
6. If an employee's availability changes after being submitted she must provide an updated availability sheet to the Manager/designate as soon as possible.

Refusals

1. Not answering a call from the Employer and not returning a missed call will be considered to be a refusal.
2. Casual employees who accept a shift have the same obligation to work the shift as regular employees do.
3. Casual work that has been offered and accepted may not be cancelled by either the employee or the Employer, except:
 - a. in the case of the incumbent giving notice to return to work, the Employer may cancel shifts already assigned as casual hours with two week's notice; or
 - b. in the case of illness including the illness of an immediate family member where the employee must provide care for the family member, emergency or exceptional circumstances.

Cancellation of an accepted shift by an employee, for any other reason, will be considered a refusal. The Employer may require proof of illness.

4. An employee who refuses five shifts for which they have indicated availability, in any three month period may be terminated.

Calling Employees for Casual Work

1. Employees wishing to be offered casual hours must provide the Employer with one telephone number at which to be reached for offering shifts. The number must be included on the employee's availability form each month. It is the employee's responsibility to ensure that her contact information is current.
2. Shifts and/or blocks of shifts will be offered to all employees on the casual registry in order of seniority.
3. Block shifts will be offered on a full block basis. A block of shifts is defined as at least four shifts and up to six weeks of consecutive shifts that are available due to a single regular employee's absence. (temporary vacancies exceeding six weeks must be posted) If a block is not filled the shifts will be offered in order of seniority until all are filled.
4. Part-time employees will be only be offered full blocks of shifts if the block is greater than three weeks duration.
5. During a casual employee's first two weeks of employment she may be offered unassigned planned PTO and short notice shifts outside of seniority to ensure that the employee becomes familiar with all areas of the worksite, to promote safety and to enhance the new employee's potential for success. A short notice shift is a single shift where the Employer receives less than 12 hours' notice before the start of the shift to be filled.

Procedure for Callouts

A log will be kept of all calls made for casual call-in. The log book (or AVANTI Call Log) will show:

1. the date
2. the employee called
3. the time of the call
4. the position and shift to be filled
5. the outcome of the call (i.e. accept, refused, no answer, answering machine, message left)
6. the initials of the caller

If there is no answer and an answering machine picks up, a message will be left. The employee must return the call. The scheduler will continue to the next name of the casual register until the shift is filled.

If an employee returns a call and the shift remains unfilled, she will be offered the shift. If the shift has been filled the employee will be advised that the shift is no longer available.

APPENDIX 3
List Of Arbitrators/Investigators

Irene Holden
 Marguerite Jackson
 Chris Sullivan
 David McPhillips

APPENDIX 4
List of Exclusions

Community Administrator/Assistant Community Administrator
 Community Manager/General Manager
 Executive Chef
 Program Manager/(any site Department Manager, i.e. Food Svc Manager, Lifestyle Manager)
 Building Services Manager (Coordinator)
 Sales and Marketing Positions (i.e. Community Relations Manager)
 Office and Clerical Personnel (Admin Asst/Reception/Scheduler/Concierge)
 Head Office Positions (Corporate)

MEMORANDUM OF AGREEMENT #1
Re: Staff Meals

The parties agree that the following shall govern the price charged to employees for staff meals at the facility:

- (1) All employees shall pay the following for meals until the end of this agreement:
- Lunch\$3.50
 - Dinner\$3.50

MEMORANDUM OF AGREEMENT #2

Re: Job Sharing

The Employer recognizes the value of successful job share arrangements and will consider additional job share arrangements during the life of the collective agreement.

MoveUP
04060620v2