

**COLLECTIVE AGREEMENT**

**between the**

**CARECORP Senior Services  
Mountain Lake, Piccadilly and Cerwydden Seniors Communities**

**and the**

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

**and the**

**HOSPITAL EMPLOYEES' UNION (HEU)**

**Effective from January 1, 2020 to December 31, 2023**

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## DEFINITIONS

- (1) "*association*" - means the BCGEU and HEU.
- (2) "*common-law spouse*"- individuals that have been living in a marriage-like relationship or have been cohabitating for at least 12 months.
- (3) "*day of rest*" - a day other than a holiday which an employee is not required to perform job duties. This does not include employee's on a leave of absence.
- (4) "*employee*" - a member of the bargaining unit and includes:
  - (a) "*Casual Employees*" - is one who is not regularly scheduled to work. "*Casual employees*" shall only be employed in the following ways:
    - (i) relief for regular employees on vacation, sick leave or other leave
    - (ii) temporary increase in workload
  - (b) "*Regular Full-Time Employees*" - is one who is scheduled to work a minimum of 35 hours/week. "*Regular full-time employees*" shall accumulate seniority and shall be entitled to all benefits in the collective agreement.
  - (c) "*Regular Part-Time Employees*" - is one who is scheduled to work less than 35 hours per week. "*Regular part-time employees*" shall accumulate seniority based on hours worked and shall be entitled to all benefits in the collective agreement on a proportionate basis.
- (5) "*Employer*" - means CareCorp Senior Services, #410 - 1525 Robson Street, Vancouver, B.C. V6G 2C3 and the worksites as described in Article 2.1 (Bargaining Unit Defined).
- (6) "*spouse*" - indicates a person the employee is legally married to or their common-law spouse.
- (7) "*union*" - means B.C. General Employees' Union (BCGEU) and/or Hospital Employees Union (HEU).
- (8) "*worksites*" - shall mean: Duncan, Nelson, and Salmon Arm.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Collective Agreement

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

### 1.2 Future Legislation

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

### 1.3 Conflict With Policies or Rules

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

### 1.4 Human Rights Code

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

## 1.5 Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment. The parties agree to foster and promote such an environment.
- (b) The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- (c) Harassment is defined as deliberate actions that may be repeated or persistent, or may be a single serious incident, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees, or the Employer that a reasonable individual would conclude:
  - (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
  - (2) on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia including: age, race, sex, sexual orientation, gender identity or expression, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment;
- (d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.
- (e) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

## 1.6 Sexual Harassment Definition

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.
- (b) Sexual harassment includes but is not limited to:
  - (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
  - (2) sexual advances with actual or implied work related consequences;
  - (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;
  - (4) verbal abuse, intimidation, or threats of a sexual nature;
  - (5) leering, staring or making sexual gestures;
  - (6) display of pornographic or other sexual materials;
  - (7) offensive pictures, graffiti, cartoons or sayings;
  - (8) unwanted physical contact such as touching, patting, pinching or hugging.
- (c) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.



(d) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

### 1.7 Procedure for Filing Harassment Complaints

(a) An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer or through the Union to the employer designate within three months from the alleged incident.

(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) Until the complaint is resolved, the Employer will have the right to take interim measures, including separating the complainant and respondent.

(d) The Employer shall commence an investigation into the allegations within 15 days. The Employer shall notify the Union upon the conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take.

(e) Both the complainant and the alleged harasser shall be entitled to union representation if they are members of the bargaining unit.

(f) The parties agree that where the initial resolution process identified in Art 1.7 (Procedure for Filing Harassment Complaints) above is not satisfactory to the complainant, they shall have the right to proceed to a neutral Complaints Investigator mutually agreed between the parties. The Complaints Investigator shall;

- (1) Investigate the complaint
- (2) Determine the nature of the complaint; and
- (3) Make written recommendations to resolve the complaint.

The parties agree that Ana Mohamed or Joan Gordon shall investigate complaints.

### 1.8 Bullying

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

(b) "*Bullying*" means any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of employees or the workplace.

Bullying includes, but is not limited to, such things as:

- Verbal aggression or yelling,
- Humiliating initiation practices or hazing,
- Spreading malicious rumours,
- Calling someone derogatory names,
- Purposefully and maliciously excluding others from workplace activities.

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

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

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

- (1) by mutual agreement between the parties; or
- (2) by virtue of a decision by the Labour Relations Board of British Columbia.

(b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.

(c) If no agreement is reached within 30 days of the notification either party may refer the matter to the Labour Relations Board. Such adjudication by the LRB will be held in Kelowna or Nelson, whichever is most appropriate.

### 2.2 Bargaining Agent Recognition

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

### 2.3 Correspondence and Directives

The Employer shall forward to the applicable Union's designates a copy of:

- (a) any directives circulated to employees pertaining to the interpretation or application of this agreement.
- (b) any correspondence to any employee pertaining to the interpretation or application of the agreement as it applies to that employee.

### 2.4 No Other Agreement

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

### 2.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

### 2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Unions' right to select stewards to represent employees
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.
- (c) A steward, or their alternate where the steward is absent, shall obtain the permission of their immediate supervisor before leaving his/her work to perform their duties as a steward. Leave for

this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

- (d) The duties of a steward shall include, but not be limited to;
- (1) investigation of complaints;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) attending meetings at the request of the Employer; and
  - (5) acquainting new employees with their collective agreement, rights, and responsibilities with the Union.

## **2.7 Bulletin Boards**

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

## **2.8 Union Insignia**

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

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

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

## **2.10 Time Off for Union Business**

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of 21 days per occurrence;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a bargaining committee to a maximum of two employees per worksite.
- (b) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact union business for specific periods of not less than 21 days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) Long-term leave of absence without pay or without loss of seniority with be granted:

- (1) For employees' elected to a full-time position with the Union;
- (2) for an employee elected to the position of President or Treasurer of the B.C. General Employees' Union or the Hospital Employees' Union.

(d) When leave of absence without pay is granted pursuant to Part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within 60 days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

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

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

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

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

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

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

(b) All employees hired on or after November 19, 2007 shall, as a condition of continued employment, become members of the Union and maintain such membership.

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

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

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

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

(d) All deductions shall be remitted to the Union not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide the following information for each employee:

Employee surname and first name

- Employee Number, if applicable
- Home Worksite
- Job classification
- Gender
- Gross pay
- Dues amount deducted
- A list of employees who ceased employment since the last report

(e) The above information may be supplied electronically provided that the Union's computer system is compatible with the Employer's and the Employer has the capability.

(1) For HEU that is by Excel or another agreed electronic format to memberupdates@heu.org.

(f) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union.

All amounts to be deducted shall be expressed and calculated as a percentage of earnings as defined by the Union (only for the purposes of this article). The Union shall inform the Employer in writing with as much advance notice as possible, but not less than 30 calendar days in advance of any change in the percentage to be applied against earnings. The effective date of such a change will be the start of the first pay period following expiration of the notice period.

(g) At the same time the Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of the union dues paid by the employee for the previous year (the year for which the T4 slip was provided).

(h) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

(i) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.

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

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

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

(b) New employees shall also be provided with:

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

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

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

Where the Employer conducts a group orientation for new employees, the meeting with the steward may take place during the orientation. Such meetings shall not exceed 30 minutes. stewards will be given at least 48 hours' notice of the meeting.

Stewards shall be compensated for such meetings in accordance with Clause 2.6 Recognition and Rights of Stewards.

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

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

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

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

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

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

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

##### **7.2 Union Representatives**

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

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

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

(d) The Employer agrees that access to its premises will be granted to union elected officers or other persons designated by the Union. The union representative shall provide reasonable notice to the Employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such access shall not interfere with the operation of the Employer's business.

##### **7.3 Technical Information**

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

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

#### 7.4 Membership Information

(a) The Employer shall provide the Union with a list of the names, addresses and telephone numbers of the employees in the bargaining unit three times per year, January, July and October. The parties recognize the confidentiality of the information contained in this list.

(b) In addition, every October 1<sup>st</sup> for the duration of the collective agreement, the Employer will provide the Union with detailed bargaining unit demographic, earnings and job classification information in Microsoft Excel spreadsheet format. This information will comprise the following data elements for each member of the bargaining unit:

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

#### 7.5 Joint Union/Management Committee

(a) *Committee on Labour Relations* - The Employer shall appoint and maintain a committee with up to the same number of people as the Union Committee, be called the "*Committee on Labour Relations*". The Employer at all times shall keep the Union informed of the individual membership of the Committee.

(b) *Union Committee* - The Union shall appoint and maintain a committee of up to one employee per worksite and representatives of the Union, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee.

(c) *Union/Management Meetings* - The Union Committee and the senior union official of the Union, or their representative and/or the union staff representative, shall meet with the Committee on Labour Relations for the following purposes:

- (1) Assisting in the administration of the collective agreement;
- (2) Discussing and attempting to resolve matters as quickly as possible.

The Committee will meet at least quarterly, or as otherwise mutually agreed by video conference or in Nelson, Salmon Arm, or Duncan for no more than seven hours per meeting. The date and time of the meeting will be mutually agreed. Every effort will be made to schedule the meetings at a time when employees are scheduled to work.

Employees who are members of the Committee shall be granted leave without loss of pay. The Union shall pay for all employees' associated travel costs and expenses.

(d) *Committee Meetings* - Meetings shall be held according to an agreed upon schedule. The Employer and the Union shall exchange written agendas prior to meetings called under this article.

## ARTICLE 8 - GRIEVANCES

### 8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
- (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.
- (c) Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

### 8.2 Step 1

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute with the employer designate. The aggrieved employee shall have the right to have a steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

### 8.3 Time Limits to Present Initial Grievance

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4 Step 2, not later than 21 days after the date:

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

### 8.4 Step 2

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:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
- (c) transmitting the grievance to the employer designate through the union steward.

### 8.5 Time Limit to Reply at Step 2

- (a) Within 14 days of receiving the grievance at Step 2, the union steward and the employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The employer designate shall reply in writing to an employee's grievance within seven days of the above noted meeting with the union steward or, if the meeting is waived, within seven days of the date the parties agree to waive the meeting.



### **8.6 Step 3**

The union designate may present, or meet with the employer designate to discuss, a grievance and the proposed remedy at Step 3:

- (a) within 21 days after the Step 2 decision has been conveyed to them by the employer designate; or
- (b) within 21 days after the employer designate's reply was due.

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

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

### **8.8 Time Limit to Submit to Arbitration**

Failing satisfactory settlement of a grievance at Step 3, and pursuant to this article, the Union may submit the dispute to arbitration within:

- (a) 30 days after the employer designate's decision has been received, or
- (b) 30 days after the employer designate's decision was due.

### **8.9 Dismissal or Suspension Grievances**

Employees dismissed or suspended for alleged cause shall have the right, within seven days after the date of dismissal or suspension, to initiate a written grievance at Step 3 of the grievance procedure.

If there is no resolution of the grievance, the grievance may be referred to an investigator or arbitrator in either process within seven days of the Union receiving the Employer's reply.

### **8.10 Policy Grievance**

Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the employer designate or the Union within 60 days of either party becoming aware of the policy dispute. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 Arbitration.

### **8.11 Amending Time Limits**

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

### **8.12 Technical Objections to Grievances**

It is the intent of the parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

### **8.13 Expedited Arbitration**

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

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (a) dismissals;
- (b) rejection on probation;

- (c) suspensions in excess of 10 workdays;
- (d) policy grievances;
- (e) grievances requiring substantial interpretation of a provision of the collective agreement;
- (f) grievances relating to employment security and matters arising from the report and recommendations of Industrial Inquiry Commissioner (except where specified otherwise);
- (g) grievances requiring presentation of extrinsic evidence;
- (h) grievances where a party intends to raise a preliminary objection;
- (i) matters arising from the maintenance agreement and classification manual (to be resolved in accordance with their terms); and
- (j) grievances arising from duty to accommodate.

By mutual agreement, a grievance falling into any of these categories may be resolved by expedited arbitration.

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

- (a) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) The location of the hearing will be in Salmon Arm, Duncan or Nelson, whichever is most appropriate. The parties may choose Vancouver by mutual agreement;
- (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 decisions;
- (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 shall act as the sole arbitrator and shall be assigned cases on a rotating basis, depending on availability, or by mutual agreement:

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

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

*\*Note: the parties agree to discuss the list of arbitrators and may mutually agree to updates.*

#### **8.14 Investigator/Trouble-shooter**

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

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

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

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

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

## ARTICLE 9 - ARBITRATION

### 9.1 Notification

(a) Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure in Article 8 Grievances, notify the other party of its desire to submit the difference to arbitration within:

- (1) 30 days after the employer designate's decision has been received; or
- (2) 30 days after the employer designate's decision was due.

(b) All referrals to arbitration shall be made electronically.

(c) Where the matter in dispute is a dismissal grievance, the Arbitrator shall set a date for the hearing to be held within seven weeks from the date that such a hearing is requested.

### 9.2 Assignment of Arbitrator

(a) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall assign an arbitrator from the mutually agreed upon list of arbitrators, or shall be a substitute mutually agreed to, and set a date for the hearing.

List of named arbitrators:

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

(b) Depending upon availability, arbitrators shall be assigned cases on a rotating basis, or by mutual agreement.

(c) The parties shall endeavour to maintain a list of acceptable arbitrators which is gender balanced.

### **9.3 Arbitrator**

The Arbitrator may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

### **9.4 Decision of the Arbitrator**

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

### **9.5 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision, which it shall make every effort to do within seven days.

### **9.6 Expenses of Arbitration**

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

### **9.7 Amending Time Limits**

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

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

### **10.1 Just Cause**

- (a) The Employer shall not dismiss or discipline an employee or issue a suspension pending an investigation except for just and reasonable cause.
- (b) In all cases of dismissal and discipline the burden of proof of just cause shall rest with the Employer.
- (c) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the dismissal or suspension.

### **10.2 Dismissal, Suspension or Disciplinary Grievance**

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8 Grievances. An electronic copy of the written notice of dismissal or suspension shall be forwarded to the union designate within five days after the action being taken.

### **10.3 Right to Grieve Other Disciplinary Action**

- (a) Disciplinary action grievable by the employee shall include:
  - (1) written censures;
  - (2) letters of reprimand; or
  - (3) adverse reports.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they

shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. The 18 month period may be extended by the length of time an employee is absent from work for an accumulated period of more than 30 days, except for periods of approved vacation and pregnancy and parental leave.

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

#### **10.4 Performance Evaluations**

(a) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer, read, review and ask questions about the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven days to read, review and sign the evaluation.

(b) The evaluation form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. An employee may initiate a grievance regarding the contents of an employee evaluation if the employee has signed in the place indicating disagreement with the evaluation.

(c) An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

(d) An employee shall receive a copy of their evaluation at time of signing.

(e) All performance evaluations shall be carried out in a confidential manner.

#### **10.5 Personnel File**

(a) With reasonable written notice given to the Employer, an employee shall be entitled to review their personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven days after the notice is given.

(b) A representative of the Union, with the written authority of the employee shall be entitled to review the employee's personnel file in the office in which the file is normally kept in order to facilitate the investigation of a grievance. The union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven days after the notice is given.

(c) The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this agreement, or as required by law.

#### **10.6 Right to Have Steward Present**

(a) Where an employer designate intends to interview an employee for disciplinary purposes, the employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a steward of their choosing present, in order that the employee can exercise their right to contact their steward, providing that this does not result in an undue delay of the appropriate action being taken.

(b) Where the employer designate intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a union staff representative and to have another steward or alternate of their choosing present, providing that this does not result in an undue delay of the appropriate action being taken.

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

## 10.7 Confidentiality

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

## ARTICLE 11 - BARGAINING UNIT SENIORITY

### 11.1 Seniority Defined

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

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

- (1) paid holidays;
- (2) paid vacation;
- (3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 191 and 192 of the *Workers Compensation Act* in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections;
- (4) paid sick leave;
- (5) union leave;
- (6) pregnancy and parental leave;
- (7) other approved paid leaves of absence;
- (8) unpaid leave of absence per Clause 24.8 Unpaid Leave Affecting Seniority and Benefits.

For the purpose of Part (6) above, straight-time paid hours shall be estimated based on the average weekly straight-time paid hours in the one-half payroll year preceding the leave. Where the employee has been employed for less than one-half payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

### 11.2 Seniority List

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

### 11.3 Loss of Seniority

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

- (a) the employee is discharged for just cause;
- (b) they voluntarily terminates their employment;
- (c) the employee abandons their position;
- (d) the employee is on layoff for more than one year; or
- (e) the employee fails to return to work within seven days of recall after being notified by mail at the last address known to the Employer. Employees required to give two weeks' notice to another employer shall be deemed to be in compliance with the seven day provision.

### 11.4 Abandonment of Position

An employee who fails to report for duty for three consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

### 11.5 Re-Employment

(a) A regular employee who voluntarily resigns their employment and within 90 days is re-hired as a regular employee by the Employer shall retain, effective the date of re-employment, their former seniority and years of service for vacation purposes.

(b) A regular employee who terminates employment with an employer worksite listed in Definitions (8) and is employed within 90 calendar days at another employer worksite, shall upon successful completion of the probationary period, be entitled to portability of benefits as specified below:

(1) *Seniority*

(i) *Wage Increment Step* - Length of service as a regular employee at the previous employer worksite in a similar job shall be recognized by the receiving employer worksite for the purpose of placement at a wage increment step. Future increment progression shall be based on service at the new employer worksite.

(ii) *Vacations* - Length of service as a regular employee at the previous employer worksite shall be recognized for the purpose of vacation entitlement.

(c) A regular employee who voluntarily resigns their employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-hired by the same Employer, upon application shall be credited with their former seniority and their years of service for vacation purposes. The following conditions shall apply:

- (1) the employee must have been a regular employee with at least two years of service with the Employer at time of termination;
- (2) the resignation must indicate the reason for termination;
- (3) the break in service shall be for no longer than two years and during that time the employee must not have been engaged in remunerative employment for more than six months cumulative;
- (4) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

### **11.6 Seniority Dates**

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

## **ARTICLE 12 - PROMOTION, TRANSFER, PROBATION, DEMOTION**

### **12.1 Probationary Period**

(a) For the first three months of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by up to an additional one month. During the probationary period, an employee may be terminated or dismissed by the Employer for just and reasonable cause.

(b) Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

### **12.2 Selection Criteria**

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

### **12.3 Qualifying Period**

(a) If an employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of three months.

(b) In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if an employee has been promoted, voluntarily demoted or transferred and during the aforementioned three month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

(c) An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in Clause 12.3(b) Qualifying Period.

### **12.4 Temporary Promotion or Transfer**

An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

### **12.5 Relieving in Higher and Lower-Rated Positions**

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



(b) In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

### **12.6 Promotion**

(a) A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than their wage rate immediately prior to the promotion.

(b) For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.

(c) However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of their prior job.

### **12.7 Transfers**

(a) A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same increment step in the pay rate structure and shall retain their former increment anniversary date.

(b) A regular employee transferred upon the employee's request to a job with the same pay rate structure as their former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary of their prior job.

(c) A regular employee transferred upon the employee's request to a job with the same pay rate structure as their former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary date of their prior job.

### **12.8 Demotions**

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with their overall seniority, provided they have experience in or possess the ability to perform the duties of the lower-rated job without a training period. For the purposes of this article and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three months.

### **12.9 Re-Employment after Voluntary Termination or Dismissal for Cause**

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

### **12.10 Excluded or Military Service**

It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

An employee transferred to a position outside the bargaining unit for three months or less will retain seniority and this will not be considered a break in continuous service. After three months the employee will lose seniority.

#### **12.11 More Favourable Rate**

No employee who is at present receiving a more favourable rate than is specified herein shall incur a reduction in such rate unless a reduction in such rate was negotiated.

#### **12.12 Position Changes**

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

### **ARTICLE 13 - JOB DESCRIPTIONS, NOTICE OF NEW AND CHANGED**

#### **13.1 Job Descriptions and Classifications**

(a) The Employer shall draw up job descriptions for all jobs and classifications in the bargaining unit. Each employee shall be provided with a copy of the job description for their position. The Union shall be provided with copies of job descriptions for all positions for which the Union is the certified bargaining agent.

(b) Job descriptions shall contain the job title, qualifications and a summary statement of the job, a list of the duties and the date prepared.

#### **13.2 Notice of New Positions**

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

#### **13.3 Notice of Changed Positions**

In the event that the Employer is required or chooses to introduce significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any. Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within 30 days of notification by the Employer. If no written objection is received by the Employer, the wage rate shall be considered agreed to.

### **ARTICLE 14 - JOB POSTINGS AND APPLICATIONS**

#### **14.1 Job Postings and Applications**

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

(a) Vacancies in excess of 60 calendar days will be posted for a minimum of seven calendar days in a manner that gives all employees access to such information. The posting shall include salary range, a summary of the job description, the required qualifications, the program designation, the commencement date, and the hours of work, including where possible start and stop times and days off.

- (b) Postings shall be filled in the following manner:
- (1) 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.
- (c) Internal applicants for job postings will be awarded the position based on consideration of the criteria set out at Article 12.2

#### **14.2 Changes to Start and Stop Times, Days Off and Work Area**

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

- (a) The change is consistent with operational requirements and the provisions of the collective agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (b) The Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

#### **14.3 Applications from Absent Employees**

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, union leave, compassionate leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

#### **14.4 Notice to Union**

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

#### **14.5 Notice of Successful Applicant**

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

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

#### **14.6 Grievance Investigation**

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

**ARTICLE 15 - TECHNOLOGICAL CHANGE, REORGANIZATION AND LAYOFF****15.1 Technological Change, Automation, Changes in Methods of Operation and Changes in Funding Status****(a) Preamble**

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

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

**(b) Consultation**

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

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

**15.2 Job Training****(a) The Union Management Committee shall also address the following issues:**

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

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

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

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

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

**15.3 Definition of Layoff**

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

**15.4 Displacement Options**

A displaced employee shall have the following options:

***Vacancies***

(a) Displaced employees shall be entitled to bid on any vacancies or new positions at the current worksite. The selection of the vacant position shall be in accordance with Clause 12.2 Selection Criteria.

(b) Transfer to another worksite porting all seniority and related benefits to fill a vacancy that has not been filled by an employee at that worksite pursuant to Clause 14.1(b)(1) to (4) Job Postings and Applications.

*Bumping*

(a) Bump any junior employee at their own worksite provided the employee has the skills to perform the job. Such bump shall not result in a promotion.

(b) If an employee, who has been previously accommodated as a result of a medically documented disability, is displaced or bumped by another employee, union representatives and representatives from the Employer will meet to find a replacement which maintains a reasonable level of accommodation for the employee, or identify alternative options for the senior employee.

*Casual Status*

(a) Move to casual status at own worksite, porting seniority and all other benefit entitlements held in abeyance until such time as the employee successfully bids into a regular position.

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

*Recall*

Elect recall per Clause 15.6(c) Layoff Notice to own worksite. A call-in for casual work shall not be considered a recall.

**15.5 Notice of Displacement**

(a) Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, one copy of such notice shall be sent to the union designate.

(b) The following process will be used in the event of layoff/displacement:

When a change occurs pursuant to Clause 15.3 Definition of Layoff, a meeting will be arranged between the displaced employee and their steward and employer representative(s). The Employer shall make available a list of current union vacancies, a current union seniority list and information regarding any labour adjustment options that may be available. Displaced employees will notify the Employer in writing, no later than 31 calendar days from the date of the meeting in Clause 15.4 Displacement Options, of their option.

**15.6 Layoff Notice**

(a) The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

After 3 consecutive months of employment .....	1 week
After 12 consecutive months of employment .....	2 weeks
After 3 consecutive years of employment .....	3 weeks
After 4 consecutive years of employment .....	4 weeks
After 5 consecutive years of employment .....	5 weeks
After 6 consecutive years of employment .....	6 weeks
After 7 consecutive years of employment .....	7 weeks
After 8 consecutive years of employment .....	8 weeks

(b) Notice of layoff shall not apply where the Employer can establish that the layoff results from an act of God, fire or flood.

(c) Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one year and shall be rehired, if the employees possess the basic qualifications to perform the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two weeks' notice to another employer shall be deemed to be in compliance with the seven day provision. In the exercise of rights under this article, employees shall be permitted to exercise their rights in accordance with Clause 15.5 Notice of Displacement of this agreement.

### **15.7 Contracting Out**

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

## **ARTICLE 16 - SCHEDULING PROVISIONS**

### **16.1 Scheduling Provisions**

(a) (1) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least four weeks in advance of their effective date.

(2) If the Employer alters the scheduled workdays of an employee without giving at least 14 calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 18 Overtime. Notice of the alteration shall be confirmed in writing as soon as possible.

(b) There shall be a minimum of 12 consecutive hours off-duty between the completion of one work shift and the commencement of the next.

(c) When it is not possible to schedule 12 consecutive hours off-duty between work shifts, all hours by which such changeover falls short of 12 consecutive hours shall be paid at overtime rates in accordance with Article 18 Overtime.

(d) If a written request for a change in starting time is made by an employee which would not allow 12 consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of (b) and (c) above shall be waived for all employees affected by the granting of such a request provided they are in agreement.

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

(f) If the Employer changes a shift schedule without giving a minimum of 14 calendar days' advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 18 Overtime. Notice of the change shall be confirmed in writing as soon as possible.

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

(h) Effective January 12, 2015, new schedules shall not have more than five consecutive shifts of work in a row with a minimum of two clear days off.

## **16.2 Conversion of Hours**

Where an employee's regular scheduled workday is greater than those outlined in Article 17.2(a) Hours of Work, special and paid leaves including holidays, sick leave and bereavement leave, will be converted to hours on the basis of the normal full-time daily hours of work outlined in Article 17.2(a) Hours of Work, and deducted based on the number of hours taken as leave in accordance with the employee's work schedule.

## **ARTICLE 17 - HOURS OF WORK**

### **17.1 Continuous Operation**

Continuous operation shall mean Monday through Sunday.

### **17.2 Hours of Work**

- (a) The hours of work for each regular full-time employee covered by this agreement exclusive of meal times shall be a maximum of 40 hours per week or an equivalent.
- (b) Where the Employer seeks to implement a change in the shift schedules of regular employees which will affect a majority of employees involved in the rotation, the Employer will seek input and feedback from the affected employees. Once employee input and feedback has been considered the Employer may implement shift schedule changes that are for bona fide operational reasons. Employees affected shall receive 14 days' notice of the change. Prior to finalization of new/changed schedules, a copy shall be provided to the Union.
- (c) Employees shall not be required at any time to work more than six consecutive days and employees shall not receive any time less than two consecutive days off-duty excluding statutory holidays, otherwise overtime shall be paid in accordance with Article 18 Overtime.

### **17.3 Meal Periods**

- (a) A meal period of one-half hour unpaid shall be provided by the Employer. Such a meal period shall be provided at intervals that results in no employee working longer than five consecutive hours without an eating period.
- (b) If the employee is authorized to work during the meal period, the meal period shall be paid at overtime rates.
- (c) Employees who are scheduled to be on call during a meal period shall be paid for a full shift, with the meal period being included within such shift.

### **17.4 Rest Periods**

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

### **17.5 Split Shifts**

Split shifts shall not be scheduled.

### **17.6 Full-Time Positions**

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

## ARTICLE 18 - OVERTIME

### 18.1 Overtime Entitlement

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

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

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

Should the parties agree to a shift schedule requiring more than eight hours per day or 40 hours per week, the provisions of Article 18.1 Overtime Entitlement shall not apply

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

- (1) Time and one-half (1.5x) of their basic hourly rate for the first two hours of overtime;
- (2) Double-time (2x) of their basic hourly rate of pay for all hours worked thereafter; and
- (3) Time and one-half (1.5x) of their basic hourly rate of pay for all hours worked over an average of 40 hours per week in the specified period.

### 18.2 Statutory Holiday

If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided in Clause 22.4 Required to Work on Statutory Holiday, the employee shall be paid overtime at the rate of time and one-half the regular rate for all hours worked beyond normal working hours.

### 18.3 Payout

Overtime pay shall be paid to the employee within one pay period after the expiration of the pay period in which the overtime was earned except as provided in Clause 18.4 (Overtime Option) below.

### 18.4 Overtime Option

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within 26 calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the 26-week period, overtime at the applicable overtime rate shall be paid on the employee's next regular paycheck.

### 18.5 Overtime Meal

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

### 18.6 Emergencies

When a full-time employee is requested to work overtime on a scheduled workday or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of



emergency may an employee be required to work overtime. When an employee does not agree that an emergency may exist, the employee shall work such overtime under protest and may file a grievance.

Overtime will be offered to regular employees already at the site based on seniority and qualifications when the overtime becomes available with short notice. If no employees are willing to voluntarily accept overtime, the least senior qualified employee(s) will be assigned the overtime and required to work it.

Employees will advise the Employer in advance if they are interested in accepting overtime.

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

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

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

### **18.8 Hours Clear From Work**

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of their next regular shift. If eight clear hours of time off are not provided, overtime rates shall apply to all hours worked on the regular shift.

### **18.9 Overtime Offers**

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

## **ARTICLE 19 - SHIFT AND WEEKEND PREMIUM**

### **19.1 Shift Premiums**

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

(b) Employees working night shift (any shift that begins at 11:00 p.m.) shall receive 25¢ for each hour on that shift.

Increase shift premiums by 25¢/hour on date of ratification. Further increase of 10¢/hour to each premium on August 1, 2022 and August 1, 2023.

## **ARTICLE 20 - CALLBACK, CALL-IN, ON CALL**

### **20.1 Callback**

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

(b) These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their motor vehicle to work an allowance, pursuant to Clause 21.1 Mileage Allowance, shall be paid from the employee's home to the Employer's place of business and return.

## **20.2 Call-In Statutory Requirement**

Any employee, except those covered by 20.1 Callback, reporting for work at the call of the Employer shall be paid their regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two hours' pay at their regular rate of pay if they do not commence work, and a minimum of four hours' pay at their regular rate if they commence work.

## **ARTICLE 21 - TRANSPORTATION ALLOWANCE**

### **21.1 Mileage Allowance**

An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of 50¢ per kilometre.

### **21.2 Insurance**

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

## **ARTICLE 22 - STATUTORY HOLIDAYS**

### **22.1 Paid Holidays**

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

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

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

### **22.2 Replacement of Holiday**

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

### **22.3 Holiday Falling on a Day of Rest**

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

**22.4 Required to Work on Statutory Holiday**

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

**22.5 Scheduling Stat Days**

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

**22.6 Christmas or New Year's Day Off**

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

**22.7 Extra Vacation Days**

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

**22.8 Part-Time Employees Scheduled Days Off**

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

**ARTICLE 23 - VACATION****23.1 Vacation Entitlement**

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

**23.2 Calculation of Payment Entitlement**

(a) Current vacation is calculated as follows:

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

1<sup>st</sup> to 2<sup>nd</sup> year .....Vacation pay shall be four percent of straight-time earnings  
 3<sup>rd</sup> to 5<sup>th</sup> year.....Vacation pay shall be six percent of straight-time earnings  
 6<sup>th</sup> to 11<sup>th</sup> year.....Vacation pay shall be eight percent of straight-time earnings  
 12<sup>th</sup> year and more.....Vacation pay shall be ten percent of straight-time earnings

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

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

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

**23.3 Vacation Period**

The choice of vacation periods shall be granted to employees on the basis of seniority with the Employer. The Employer shall permit annual vacations to be taken during the entire year. Once the approved

vacation schedule has been posted, it shall only be changed by mutual agreement. Approved vacations shall be posted by April 30<sup>th</sup>.

#### **23.4 Splitting of Vacation Periods**

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been approved. Seniority shall also prevail in the choice of each subsequent vacation period, but only after each previous vacation period has been approved.

#### **23.5 Vacation Pay**

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

#### **23.6 Vacation Carryover**

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

#### **23.7 Vacation Entitlement upon Termination**

All employees upon termination shall be paid vacation entitlement pursuant to Clause 23.1 Vacation Entitlement and 23.2 Calculation of Payment Entitlement and any outstanding statutory entitlements or overtime.

#### **23.8 Reinstatement of Vacation Days - Sick Leave**

In the event an employee is sick or injured prior to the commencement of their vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date. The Employer may require a physician's certificate at no cost to the employee.

#### **23.9 Recall during Vacation**

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

### **ARTICLE 24 - LEAVES OF ABSENCE**

#### **24.1 Bereavement Leave**

- (a) Bereavement leave of absence of three days with pay per calendar year shall be granted to a regular employee upon application to the Employer in the event of a death of a member of the employee's immediate family or the loss of an employee's pregnancy. The Employer may require proof of death or pregnancy loss. Immediate family shall include parent (or alternatively stepparent or foster parent), spouse, child, stepchild, sibling, parent-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) Such bereavement leave shall be granted to employees who are on other paid leaves of absences including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.
- (c) Bereavement leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

#### **24.2 Employer Requested Leave**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

#### **24.3 In-service Education and Staff Meetings**

The parties recognize the value of in-service both to the employee and the Employer and shall encourage employees to participate in in-service. All employees scheduled by the Employer to attend in-service seminars and staff meetings shall receive the applicable rate of pay.

#### **24.4 Unpaid Education Leave**

An employee may request an unpaid leave of up to two years' absence to take educational courses subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four calendar months, such employee shall make every effort to give two calendar months' advance notice in writing.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.

#### **24.5 Employee Requested Paid Leave**

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

## 24.6 Unpaid Leave

- (a) An employee may request a short-term unpaid leave of absence of up to three months for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such request. The request shall state the duration of the leave required and the date on which the employee wishes to return to work. Reasonable notice of at least seven days shall be given to minimize dislocation of staff.
- (b) For every two years of continuous service, an employee may request, in writing, an extended unpaid leave of absence of more than three months for any purpose, giving the longest possible advance notice. The request shall state the duration of the leave required and the date on which the employee wishes to return to work. Except for pregnancy and parental leave, an employee who has taken an extended unpaid leave of absence shall not be entitled to take another unpaid leave of absence until they have completed two further years of continuous service.
- (c) Every reasonable effort shall be made to comply with such requests provided the replacements to ensure proper operation of the department can be found. Notice granting such leaves shall be provided in writing, stating the commencement date and the return to work date and the employee shall sign and date the notice. The Employer shall indicate to the employee the acceptance or refusal of such request at least 48 hours prior to the commencement date of the request leave.
- (d) Employees who wish to extend their leave shall request to do so in writing at the earliest opportunity.
- (e) Employees requesting to return early from leave may make their request in writing at least 14 days prior to the requested date of return.
- (f) Requests for leave extension and requests to return early from leave will be granted only if doing so will not result in additional cost to the Employer.

## 24.7 Leaves under Part 6 of the Employment Standards Act

Employees are entitled to all unpaid leaves under Part 6 of the *Employment Standards Act*:

- Family responsibility leave: up to 5 days
- Leave respecting the disappearance of a child: up to 52 weeks
- Leave respecting the death of a child: up to 104 weeks
- Leave respecting domestic or sexual violence: up to 5 days leave with pay, up to 5 days leave without pay, and up to 15 weeks of additional unpaid leave
- Jury Duty
- Reservists' leave
- COVID-19 related leave
- Any other leave that may be added to the *Employment Standards Act*.

## 24.8 Unpaid Leave Affecting Seniority and Benefits

- (a) Any employee granted unpaid leave of absence shall continue to accumulate continuous service with the Employer.
- (b) All seniority and benefits earned by the employee shall be maintained for unpaid leave of absence or an accumulation of unpaid leaves granted for up to one month or less.

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

(d) Subsequent to one month employer paid benefit coverage per this article, employees may opt to pay benefit premiums for an additional three months of coverage. Subsequent to one month employer paid benefit coverage per this article, employees on pregnancy and/or paternity leave may opt to pay benefit premiums for an additional 11 months of coverage. Subsequent to one month employer paid benefit coverage per this article, employees on WCB wage loss claim or EI sick leave may opt to pay benefit premiums for the duration of such claim to a maximum of an additional 11 months of coverage.

#### **24.9 Unpaid Leave - Public Office**

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

- (a) Employees seeking election in a municipal, provincial, federal, First Nations, Métis, or Inuit election shall be granted unpaid leave of absence for period up to 90 calendar days.
- (b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five years.

#### **24.10 Compassionate Care Leave**

(a) Family member means:

(1) a member of an employee's immediate family, as defined in the *Employment Standards Act*.

(b) An employee who requests leave under this article is entitled to up to 27 weeks within 52 weeks of unpaid leave to provide care or support to a family member who is terminally ill. The employee must have a medical practitioner issue a certificate stating that the family member has a serious medical condition with significant risk of death within 26 weeks. The 52-week period begins:

- (1) the date the certificate is issued; or
- (2) if the leave began before the date of the certificate is issued, the date the leave began.

(c) The employee must give the Employer a copy of the certificate as soon as practicable.

(d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under Subsection (b) begins.

(e) The leave can end in three ways, whichever comes first

- (1) On the last day of the week in which the family member dies
- (2) After the employee has had 27 weeks off within the period of 52 weeks - the employer does not have to give further leave during that 52-week period
- (3) 52 weeks after the period began - even if the employee has not taken 27 weeks of leave, the employer is not required to give any more leaves until the employee provides another medical certificate.

(f) A leave taken under this section must be taken in units of one or more weeks.

(g) If an employee takes a leave under this section and the family member does not die within the 52-week period section, the employee may take a further leave after obtaining a new certificate.

## ARTICLE 25 - SICK LEAVE

### 25.1 Entitlement

(a) All regular part-time and full-time employees will accrue sick leave at the rate of four hours per month based on a 35-hour workweek averaged over a calendar year. Upon completion of the probation period, employees will have sick leave credits retroactive to their starting date of their part-time or full-time position.

(b) Sick leave will accrue to a maximum of 45 (seven and one-half hour) days and may be carried over year to year.

(c) Sick leave shall be paid out at 100% for all regular employees who have completed their probationary period.

(d) Unused sick leave will be paid out upon retirement at the rate of 40% of their rate of pay at retirement.

### 25.2 Sick Leave with Pay

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

### 25.3 Appointments

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

### 25.4 Sick Days Credits

The Employer shall inform all employees on each paystub of the number of sick days accumulated.

### 25.5 Termination of Sick Leave Credits

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

### 25.6 Other Claims

(a) In the event that an employee is absent from duty because of illness or injury in respect to which wage loss benefits may be payable to the employee by ICBC, the liability of the Employer to pay sick pay shall rank after ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this agreement. The employee shall not be obliged to take action against ICBC, but the Employer shall be subrogated to the rights of the employee. The employee shall insure that all appropriate steps have been taken to obtain and keep entitlement to the ICBC benefits.

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



## 25.7 Injury on Duty

- (a) Sick leave with pay shall be paid for the one day or less not covered by the *Workers Compensation Act*.
- (b) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and benefits and shall not have their employment terminated during the compensable period. The compensable period is that period in which the employee is capable of returning to a job with the Employer with or without accommodation.

## 25.8 Return to Work

- (a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.
- (c) Return to work programs will be part of an approved rehabilitation plan.

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

## ARTICLE 26 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

### 26.1 Pregnancy Leave

Employees shall be granted pregnancy leave of absence without pay. Leave of absence for pregnancy may be taken for a period of up to 17 consecutive weeks.

The leave will begin no earlier than 13 weeks before the expected birth date and no later than the actual birth date.

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

Employees who request leave under Article 26.1 (Pregnancy Leave) are entitled to up to six additional consecutive weeks of unpaid leave if, for reasons relating to the birth or termination of the pregnancy, the employee is unable to return to work when their leave under this Article ends. The Employer may require a medical or nurse practitioner's certificate stating the reasons for requesting additional leave.

Pregnancy shall not constitute cause for dismissal.

Medical complications of pregnancy, including complications during an unpaid leave of absence for pregnancy reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits providing the employee is not in receipt of pregnancy benefits under the *Employment Insurance Act* or any wage loss replacement plan.

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

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

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

Upon return to work, the employee shall continue their former position without loss of perquisites accumulated up to the date of commencement of the maternity leave of absence without pay and subject to the provisions of Clause 26.2 Parental Leave.

## **26.2 Parental Leave**

An employee shall be eligible for parental leave of up to 62 consecutive weeks without pay or 61 consecutive weeks without pay in the case of parent who takes Pregnancy leave under Clause 26.1 Pregnancy Leave, provided such leave begins within 78 weeks of the child's birth.

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

Upon return to work, the employee shall continue their former position without loss of perquisites accumulated up to the date of commencement of the parental leave of absence without pay and subject to the provisions of Clause 26.2 Parental Leave.

## **26.3 Adoption Leave**

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

## **26.4 Leave Extensions**

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

# **ARTICLE 27 - OCCUPATIONAL HEALTH AND SAFETY**

## **27.1 Preamble**

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

## **27.2 Occupational Health and Safety Committee**

(a) The parties agree that a Joint Occupational Health and Safety (OHS) committee will be established at each worksite and will meet once per month or at the call of either party in cases of emergency. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation at all times, and with each party appointing its own representatives.

(b) Where a worker representative is appointed to serve on the Committee for the first time, the Employer will provide that representative with one day of paid education leave, during the first six months in which they serve on the Committee for the purposes of attending Committee Orientation training courses.

(c) Employees who are members of the Committee shall be granted leave without loss of pay or receive the applicable rate of pay while preparing for and attending meetings of the Joint Committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive the applicable rate of pay to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. When meetings or other duties are performed outside employees' working hours, they will receive straight-time pay.

(d) The OHS Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload and safety problems such as unsafe equipment and vehicles etc., which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the Committee determines that a safety-related or workload problem exists, it shall inform the Employer. Within 21 days thereafter, the Employer shall advise the Committee what steps it has taken to rectify the safety-related workload problem identified by the Committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Investigator for a written recommendation.

(e) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* and regulations.

(f) Where the OHS Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the WCB and/or the Occupational Health and Safety Agency. The Committee will increase the awareness of all staff on such topics as: workplace safety, universal precautions, safe lifting techniques, dealing with aggressive clients, WHMIS and the role and function of the OHS Committee. The Committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.

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

(h) The Employer shall be informed by the OHS Committee of its recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

(i) The OHS Committee shall provide recommendations to the Employer concerning appropriate orientation methods and time necessary, for employees to work safely. The Employer will implement orientation necessary for the safe performance of work.

### **27.3 Aggressive Residents and Violence**

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

(b) When the Employer is aware that a client has a history of aggressive behaviour, the Employer will 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 OHS Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with

Section 8.90 of the Protection of Workers from Violence Workplace Regulations, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present, when possible, or that staff are sufficiently protected to ensure their safety in situations where overly aggressive behaviour by clients can be anticipated to occur.

(d) *Violence Prevention Program*

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

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

(e) 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. Leave to attend such a session will be without loss of pay. The steward shall be immediately notified by the Employer of the traumatic incident.

#### **27.4 Respectful Workplace**

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

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

#### **27.5 Right to Refuse Unsafe Conditions**

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

#### **27.6 Vaccination and Inoculation**

(a) The parties agree to certain measures intended to minimize an employee's risk of contracting an infectious disease through client contact.

(b) As a general matter, the Employer will educate staff as to the reasonable precautions staff can take to minimize the spread of any infectious disease. This education will include in-services, and the provisions of materials, in writing and otherwise, for staff education. The Employer shall provide for Mantoux test and/or chest x-rays at no cost to the employee.

(c) As a specific matter, and where an individual client or clients have an infectious disease which may reasonably be expected to put an employee at risk, the following will apply:

(1) Those staff who would be at risk will be advised of the nature of the risk, and any precautions or practices necessary.

(2) This information will be provided only to those staff whose work routines will place them at risk, and with the understanding the information is confidential, and will not be discussed with any other person, except those other employees who are already aware of the circumstances.

(3) Where vaccination, or inoculation, or immunization is required by the Medical Health Officer, and is not otherwise available to an employee without direct cost, the Employer will pay the cost.

### **27.7 Working Short Staffed**

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

### **27.8 Employees Working Alone**

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

(b) The Employer shall set up a check-in procedure for all employees who work alone under conditions which present a risk of disabling injury as outlined in the WorkSafeBC OH&S Regulations, in consultation with employees who work alone and the Joint OH&S Committee. The procedure will be set up with log books indicating who and how each employee was checked for safety with dates and times of every check. The Employer shall pay for any costs associated with the implementation of the procedure. The procedure will be audited by the Joint OH&S Committee every three months in 2008, every six months in 2009, and at least annually thereafter.

## **ARTICLE 28 - HEALTH AND WELFARE PLANS**

### **28.1 Group Benefits**

Group life, EHC, Dental, vision and all other benefit levels and premiums share for employees will remain the same for the duration of the Collective Agreement, except as otherwise mutually agreed by the parties.

### **28.2 Benefit Provider**

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

### **28.3 Eligibility**

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

## **ARTICLE 29 - REGISTERED RETIREMENT SAVINGS PLAN**

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

The parties agree to suspend the application of this article for the duration of the agreement. Currently enrolled employees may opt to continue to make contributions and the Employer agrees to administer same.

**ARTICLE 30 - PRINTING OF AGREEMENT****30.1 Copies of Agreement**

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

**ARTICLE 31 - WAGE SCHEDULES AND PAYDAYS****31.1 Compensation**

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

**31.2 Paydays**

Employees shall be paid by direct deposit biweekly, every other Friday subject to the following provisions:

- (a) The statements given to employees on their payday shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned and utilized, the cumulative amount of vacation credits earned and utilized, and an itemization of all deductions.
- (b) When a payday falls on a non-banking day, the pay shall be deposited prior to the established payday.
- (c) Upon request by an employee, vacation pay to which an employee is entitled shall be paid to the employee separately, in one payment by the last working day before the beginning of the employee's annual vacation.

**ARTICLE 32 - GENERAL CONDITIONS****32.1 Indemnity**

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

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

**32.2 Professional Responsibility**

- (a) *Employee concerns*

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

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

(b) *Discussion with Director of Care*

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

(c) *Unusual Occurrence Report Form*

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

(d) *Labour/Management Committee Meeting*

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

### **ARTICLE 33 - CASUAL EMPLOYEES**

#### **33.1 Casual Probationary Period**

- (a) Casual employees shall serve a probationary period of 450 hours worked.
- (b) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve the remainder of the probationary period pursuant to (a) above.

#### **33.2 Application of Agreement**

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

- Clause 11.5 - Re-Employment
- Article 15 - Technological Change, Reorganization and Layoff
- Clause 16.1 - Scheduling Provisions (a), (f) and (g)
- Article 20 - Callback, Call-In, On Call
- Article 23 - Vacation
- Article 24 - Leaves of Absence, Clauses 24.1, 24.3, 24.4 and 24.5
- Article 25 - Sick Leave
- Article 28 - Health and Welfare Plans
- Article 29 - Registered Retirement Savings Plan

#### **33.3 Injury on Duty**

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

#### **33.4 Casual Seniority**

- (a) Casual employees accrue seniority in accordance with Clause 11.1 Seniority Defined.
- (b) While on a WorkSafe claim, casual employees shall be credited with seniority based on the average number of hours worked in the preceding six months.

**33.5 Casual Employees Call-In Procedure**

- (a) The manner in which casual/part-time employees shall be called to work shall be as follows:
- (1) Employees will be called for work on the basis of seniority from most senior to least senior, provided the employees are qualified and have completed the orientation/training for the job. Employees will receive training and orientation in order of seniority.
  - (2) Employees will provide a single telephone number to the Employer for call-in purposes. Each call shall be a minimum of five rings duration. All calls shall be recorded in the log books showing the signature of the person making the phone call, time of vacancy, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute the Union shall have access to the log books.
  - (3) When a vacancy will commence 24 hours or more after the call, the Employer will leave a message. The employee may accept the vacancy within five minutes of a message being left.
  - (4) If a shift remains unfilled after casual and part-time employees have been called, the Employer may choose to call regular full-time staff in order of seniority provided they have not worked the maximum allowable hours in definition 4(b) Regular Full-Time Employees.
- (b) A casual/part-time employee may register for work in any job classification at their worksite, provided they are qualified and has completed the orientation/training for the job.
- (c) Casual/part-time employees shall submit an availability form to the Employer by the 1<sup>st</sup> of the month for the following month.

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

- (d) Casual employees who are successful in competition for a regular position shall be subject to a probationary period as outlined in the agreement.
- (e) Casual employees who are called in by the Employer and report for work shall be paid a minimum of four hours at the applicable rate of pay.
- (f) A casual employee will be deemed to have abandoned their position and terminated if they do not accept any shifts for a period of six months. The employee shall be afforded the opportunity to rebut such assumption and demonstrate that there were reasonable grounds for not having accepted offered shifts.

**33.6 Change of Status**

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

**33.7 Casual Employees Vacation Pay and Statutory Holidays**

- (a) Casual employees will be paid four percent of straight-time pay in lieu of scheduled days off for working statutory holidays.
- (b) Casual employees will be paid out their vacation pay on each paycheque as follows:
- (1) 1<sup>st</sup> to 2<sup>nd</sup> year .....four percent of straight-time earnings; and
  - (2) 3<sup>rd</sup> year and over .....six percent of straight-time earnings.



**ARTICLE 34 - DURATION OF AGREEMENT****34.1 Duration**

This agreement shall be binding and remain in effect until midnight, December 31, 2023.

**34.2 Notice to Bargain**

- (a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after October 1, 2023 but in any event, no later than midnight on December 31, 2023.
- (b) Where no notice is given by either party prior to December 31, 2023 both parties shall be deemed to have been given notice under this clause on December 31, 2023.
- (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.

**34.3 Change in Agreement**

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

**34.4 Agreement to Continue in Force**

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

**34.5 Effective Date of Agreement**

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

**SIGNED ON BEHALF OF  
THE ASSOCIATION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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Stephanie Smith  
President, BCGEU

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Andrew Olson  
Vice President of Operations and Human  
Resources

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Maude Jo  
BCGEU Bargaining Committee Member

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Peter Kafka  
Spokesperson

---

Maire Kirwan  
HEU Coordinator, Private Sector Health

---

Janine Brooker  
HEU Negotiator

---

Bonnie McKay  
HEU Bargaining Committee Member

---

Donna Learmonth  
HEU Bargaining Committee Member

---

Monique Wemhof  
BCGEU Staff Representative, Negotiations

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

**SCHEDULE A**  
**Re: Wage Rates for All Employees**

<b>Classification</b>	<b>Hours</b>	<b>April 1, 2019</b>	<b>Post-wage Leveling</b>
Care Aide	START	18.99	20.00
Cottage Worker	Hours 1950	19.76	20.50
Rec Aide	Hours 3900	20.15	21.00
Activity Aide	Hours 5850	20.75	21.75
LPN (Facility & Community)	START	23.75	27.00
	Hours 1950	24.64	27.40
	Hours 3900	25.17	27.80
	Hours 5850	25.86	28.40
RN (Facility & Community)	START	32.58	39.00
	Hours 1950	34.39	39.50
	Hours 3900	35.08	40.00
	Hours 5850	36.09	40.50
Red Seal Cooks	START	18.47	19.20
	Hours 1950	19.01	19.70
	Hours 3900	19.79	20.30
	Hours 5850	20.47	21.00
Cooks	START	16.88	18.00
	Hours 1950	17.42	18.30
	Hours 3900	17.93	18.70
	Hours 5850	18.47	19.20
MSW	START	14.08	16.00
	Hours 1950	14.63	16.50
	Hours 3900	14.77	17.00
	Hours 5850	15.83	17.50

- The parties agree the "Current" wage rates will continue to be paid as long as single site wage leveling remains in place.
- The parties further agree the above-noted "Post-wage levelling" rates (and any increases to those rates) will only come into effect if and when single site levelled up wage rates are terminated by the Provincial Government, and no retroactive wages will be payable in the event that occurs.
- Wage Reopener: The parties further agree that should the single site leveling up wage rates be terminated by the provincial government prior to the expiry of the collective agreement, the parties will re-open the collective agreement to negotiate wage rates. No other articles of the collective agreement will be subject to the wage re-opener discussions, unless mutually agreed by the parties.

Within 30 days of termination of the single site levelling up wage rate agreement, the Employer will provide to the Union a proposal on wage rates. If the wage proposal is not accepted, within a further 60 days the parties will meet to negotiate on wage rates. These timelines may be extended by mutual agreement of the parties.

If the parties are unsuccessful in reaching agreement on wage rates, the issue will be referred to interest arbitration. If the parties are unable to agree on a mutually acceptable interest arbitrator, one will be appointed by the Collective Agreement Arbitration Bureau (CAAB) at the request of either party.

**Lump-Sum Payments**

Employees employed on the date of ratification will receive a one-time lump sum payment in the following amount, less required statutory deductions:

Status	Amount
Casual	\$200
Part-Time	\$500
Full-Time	\$600

**MEMORANDUM OF UNDERSTANDING #1****Re: Exclusions**

The parties agree that the following positions are not included in the bargaining unit.

- Chief Operating Officer
- General Manager
- Clinical Advisor/Educators
- Office Managers
- Program Managers
- Care Manager
- \*\* Food Services Manager
- \*\* Housekeeping Manager
- Injury Claim Manager
- Human Resources
- Payroll and Benefits
- Scheduling
- Accounting
- \*\* Recreation Managers
- Office and Clerical employees

**MEMORANDUM OF UNDERSTANDING #2****Re: Contract Re-Opener**

The parties agree that either party may request a review of wages and benefits annually.