

**COLLECTIVE AGREEMENT**

**between the**

**WELL-BEING SENIOR SERVICES LTD.  
(COMOX VALLEY SENIORS VILLAGE)**

**and the**

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

**Effective from May 1, 2009 to April 30, 2012**

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## DEFINITIONS

For the purpose of this Agreement:

- (1) "*basic pay*" means the rate of pay in each wage schedule.
- (2) "*spouse*" is an employee's married or common-law spouse.
- (3) "*common-law spouse*" includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (4) "*employee*" means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
- (5) "*Employer*" means Well-Being Senior Services Ltd. (Comox Valley Seniors Village).
- (6) "*leave of absence with pay*" means to be absent from duty with permission and with pay.
- (7) "*leave of absence without pay*" means to be absent from duty with permission but without pay.
- (8) "*Union*" means the B.C. Government and Service Employees' Union.

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

## ARTICLE 1 - PREAMBLE

### 1.1 Preamble

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

### 1.2 Future Legislation

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

- (a) the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement;
- (b) the Employer and the Union shall, as soon as possible, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered due to the laws;
- (c) if a mutual agreement cannot be struck as provided in (b) above, the matter shall be mediated/arbitrated pursuant to Article 9 of the Collective Agreement.

### 1.3 Conflict with Rules

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

### 1.4 Use of Feminine and Singular Terms

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

### 1.5 Sexual Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. An employee allegedly being harassed shall register the complaint in writing to the General Manager either directly or through the Union, who are required to respond to the General Manager forthwith. The General Manager shall deal with the complaint with all possible confidentiality.

The General Manager shall investigate the allegation and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within 14 days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

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

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

### 1.6 Harassment

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

An employee allegedly being harassed by another employee, a supervisor, or a contractor engaged by the Employer, shall register the complaint in writing to the General Manager either directly or through the Union. The General Manager shall deal with the complaint with all possible confidentiality.

If the complaint involves the General Manager, the employee will register the complaint, in writing, to the Regional Manager. The Regional Manager will investigate the complaint and issue a decision.

If the employee is not satisfied with the decision of the Regional Manager, he/she may refer the complaint onto an independent investigator. The independent investigator will be agreed to by the parties. Cost of the independent investigator shall be cost shared by the parties on a 50/50 basis.

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

(1) "*Deliberate actions, that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees or the Employer, on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted.*"

The General Manager shall investigate the allegation and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within 14 days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any was taken.

Unresolved complaints of harassment under this provision may be submitted by the Union to the investigator under Clause 8.15.

If the Employer fails to act upon the agreed to recommendations of the investigator, or if the action taken by the Employer is not consistent with the recommendations, the Employer's decision may be considered as not having been determinative of the complaint.

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

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

(c) Harassment does not include actions occasioned through exercising, in good faith, the Employer's managerial/supervisory rights and responsibilities.

## ARTICLE 2 - RECOGNITION OF THE UNION

### 2.1 Bargaining Agent Recognition

(a) Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

(b) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification, but shall not include the General Manager.

### 2.2 Correspondence

(a) Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the chairperson of the Union Bargaining Committee and to the President of the Union or his/her designate.

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

### 2.3 No Other Agreement

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

### 2.4 No Discrimination

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

### 2.5 Recognition and Rights of Stewards

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

Duties of the steward are:

(a) investigation of complaints of an urgent nature;

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

## **2.6 Bulletin Board**

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

## **2.7 Badges, Insignia and Union Shop Cards**

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

## **2.8 Right to Refuse of Cross Picket Lines**

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

## **2.9 Unpaid Leave - Union Business**

- (a) Leave of absence without pay and without loss of seniority shall be granted with 14 days written notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC, provided the dispute involves the Employer; or
  - (4) to employees representing the Union in collective bargaining.

This provision does not apply to employees who are hired by the Union for a period greater than six months.

- (b) To facilitate the administration of Section (a) when leave without pay is granted, the leave shall be given with basic pay and benefits and the Union shall reimburse the Employer for appropriate

compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence.

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

### **2.10 Membership Information**

The Employer agrees to provide to the Union once a year, before the end of January, a list of all union members, their current job categories and employee status known to the Employer.

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

### **2.11 Technical Information**

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

(b) In January of each year the Employer shall provide to the Union a list of all employees in the bargaining unit, their job titles, addresses and their phone numbers.

## **ARTICLE 3 - UNION SECURITY**

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

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

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

(a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose. The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

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

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

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

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

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

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

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

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

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check Off. A new employee shall be advised of the name and location of his/her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes some time during the first 30 days of employment.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

##### **6.1 Rights Reserved**

The Union recognizes and agrees that except as specifically and expressly abridged, restricted, granted or modified by this Agreement, all of the rights, powers and authority which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer, including the management, operation and direction of its working forces.

##### **6.2 Employer Rules**

The Employer may make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees, except that such rules of conduct may not be in breach of the Collective Agreement.

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

##### **7.1 Representation**

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective party. To facilitate this, the Union shall supply the Employer with the names of its officers, and

similarly, the Employer shall supply the Union with the names of the General Manager or designate with whom the Union may be required to transact business.

**7.2 Union Bargaining Committee**

A union bargaining committee shall be elected and consist of a maximum of three representatives of the bargaining unit.

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

**7.3 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to a BCGEU staff representative, or authorized alternate, when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The union representative shall provide reasonable notice to the General Manager in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

**7.4 Definition of Employees**

- (a) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work a minimum of seven and one-half (7½) up to 10 hours per day, depending on the employee's shift rotation, and a minimum of 36 hours per week, exclusive of unpaid meal breaks.
- (b) A regular part-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work less than an average of 36 hours per week, exclusive of unpaid meal breaks.
- (c) A casual employee is one who is employed in work that is not of a continuous nature, including coverage for vacation, illness or injury, or temporary work which is created by a special project or contract.

**7.5 Casual Employees**

- (a) Casual employees shall be paid 4% holiday pay based on gross earnings and paid on each paycheque.
- (b) Casual employees, who have been employed for 30 days with the Employer, who work on a proclaimed statutory holiday as per Clause 16.1 shall be paid time and one-half for all hours worked on the shift.
- (c) Casual employees are covered by the following provisions of the Collective Agreement:
  - (1) Article 1 - Purpose of Agreement
  - (2) Article 2 - Recognition of the Union
  - (3) Article 3 - Union Security
  - (4) Article 4 - Check Off of Union Dues
  - (5) Article 5 - Employer and Union Shall Acquaint New Employees
  - (6) Article 6 - Employer's Rights
  - (7) Article 7 - Employer and Union Relations
  - (8) Article 8 - Grievances
  - (9) Article 9 - Arbitration
  - (10) Article 10 - Dismissal, Suspension and Discipline
  - (11) Article 11 - Seniority

- (12) Article 12 - Vacancy Posting
- (13) Article 14 - Hours of Work; except for 14.3(a)(e)(g)
- (14) Article 15 - Overtime, except for 15.5(c), 15.6 and 15.8
- (15) Article 22 - Safety and Health
- (16) Clause 24.2(b) - Health and Welfare
- (17) Article 25 - Work Clothing and Related Supplies
- (18) Article 26 - Payment of Wages and Allowances, except 26.2
- (19) Article 27 - Notice of New and Changed Positions
- (20) Article 28 - General Conditions
- (21) Article 29 - Term of Agreement
- (22) Appendix 1- Wage Schedule
- (23) Appendix 2 - Casual Call-In

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

A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

### **7.6 Casual Employee Probationary Period**

- (a) Casual employees shall serve a probationary period of 488 hours of work or six months, whichever is the later. During the said probationary period, casual employees may be terminated for unsatisfactory service.
- (b) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall have his/her hours of work as a casual at the facility credited towards his/her probationary period as required under Clause 12.4.
- (c) Where a casual employee has completed 976 hours of work at the facility and is reclassified to a regular employee such employee shall not be required to serve another probationary period under Article 12, but will be required to complete the qualifying period under Clause 12.5.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure**

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

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

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

### **8.2 Step 1**

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local department head. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure.

A grievance shall not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and his/her immediate department head in accordance with Step 1 of the grievance procedure. The aggrieved employee shall make every reasonable effort to discuss the matter with the designated local department head in a timely manner.

### **8.3 Time Limits to Present Initial Grievance**

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

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

### **8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and
  - (3) transmitting this grievance to the designated supervisor through the union steward.
- (b) The General Manager or their designate shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

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

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

### **8.6 Step 3**

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

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

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

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within 14 days of receipt of the grievance at Step 3.

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

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

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

### **8.9 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.

- (c) In the event of a dispute, lockout, or other work stoppage in a Canada Post Office within British Columbia, this section shall not apply.
- (d) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

### **8.10 Management Grievance**

The Employer may initiate a grievance at Step 3 of the grievance procedure by the General Manager or his/her designate presenting the grievance to the President of the Union or the union area staff representative.

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

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

### **8.11 Time Limits**

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

### **8.12 Deviation from Grievance Procedure**

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

### **8.13 Policy Grievances**

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

### **8.14 Dismissal or Suspension**

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

### **8.15 Investigator**

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

- (a) investigate the difference;
- (b) define the issue in the difference; and

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

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

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within 30 days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

### **9.2 Arbitrator**

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

### **9.3 Decision of the Arbitrator**

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

### **9.4 Disagreement on Decision**

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

### **9.5 Expenses of Arbitration**

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

### **9.6 Amending Time Limits**

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

### **9.7 Expedited Arbitration**

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

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

- (a) all presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations;
- (b) the location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose;
- (c) the Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision;

- (d) all decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding;
- (e) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- (f) the parties shall equally share the costs of the fees and expenses of the Arbitrator;
- (g) the expedited Arbitrator, who shall act as a sole arbitrator, shall be mutually agreed to by the parties.

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

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

### **10.1 Burden of Proof**

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

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

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

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

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.
- (b) Upon the employee's written request, any such document, other than official performance appraisals shall be removed from the employee's file after the expiration of 18 months from the date it was issued, provided that there has not been any further infraction of the same issue.
- (c) In cases where disciplinary documents relate to resident or patient abuse, such documents will be maintained in the employee's file for a period of 24 months from the date it was issued provided that there has not been any further infractions of resident abuse.

### **10.4 Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within 48 hours of receipt of the appraisal. The form shall provide for the employee's signature in two places, one indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

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

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

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

### **10.5 Personnel File**

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

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

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

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

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

Where a general manager/designate intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a staff representative of the Union and to have another shop steward or alternate present at any disciplinary discussion with General Manager/designate, providing that this does not result in an undue delay of the appropriate action being taken.

### **10.7 Employment Abandoned**

Any employee who fails to report for work and does not notify his/her person in charge within three workdays, and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

Seniority shall be defined as the length of the employee's continuous employment with the facility and shall be accumulated based on straight-time hours paid since the most recent date of employment with the Employer.

Former Casa Loma and Fitzgerald's employees shall be credited with their former seniority with Casa Loma Ventures and Well-Being Seniors Services at Casa Loma Seniors Village and Fitzgerald's for the purposes of calculating and determining placement on the wage grid, vacation entitlement, sick leave entitlement as outlined in Clause 18.1(b) and waiting periods associated with benefit coverage.

Seniority will be based on the employee's continuous service with Casa Loma Ventures and Well-Being Seniors Services at Casa Loma Seniors Village and Fitzgerald's and will be calculated based on straight-time hours worked with these previous employers.

Where seniority hours are equal, seniority will be determined by the date on the employee's hire letter. If the date on the hire letter is the same, seniority will be determined by the date and time of the employee's interview.

Upon completion of the probationary period, the initial date of employment shall be used in determining benefits and seniority hours.

## 11.2 Seniority Lists

Seniority lists for regular full-time employees shall be posted within the first week of the months of January and July. Seniority lists for regular part-time and casual employees shall be posted within the first week of the months of January, April, July, and October. The seniority lists shall include the name, department, and straight-time hours paid up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the President of the Union or his/her designate and to the bargaining unit chairperson. Such lists shall be open for final correction for a period of 30 calendar days following the posting, after which the seniority list will be considered accurate.

## 11.3 Loss of Seniority

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

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;
- (c) he/she is on layoff for more than 12 months;
- (d) he/she abandons his/her position in accordance with Clause 10.7;
- (e) he/she is on layoff and fails to report when recalled for work of an ongoing nature within seven calendar days after being notified of recall by registered mail from the Employer. Employees who are required to provide notice to another employer may report to work within 14 calendar days after being notified of recall by registered mail.

## 11.4 Same Service Seniority Date

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

# ARTICLE 12 - VACANCY POSTING

## 12.1 Postings

- (a) A posting shall be required for vacancies or new positions which are in excess of two calendar months and which the Employer is seeking to fill. A one-time increase of seven hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.
- (b) A change in the starting or stopping times, shift schedules, or scheduled days off shall not constitute a vacancy.
- (c) The Employer agrees to post such vacancy or new job for a period of at least seven calendar days in advance of the selection. Applications must be received during the seven day period in order to be considered by the Employer.
- (d) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work and wage rate.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of two months or less shall be filled in accordance with Appendix 2.
- (f) A copy of the job posting will be sent to the chairperson of the Bargaining Committee.

(g) If a vacancy is posted and filled by an employee currently in the bargaining unit, the successful applicant will be notified within one week of the decision being made and the name of the successful candidate will be posted on the bulletin board.

(h) An employee granted a temporary promotion or transfer shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.

## **12.2 Eligibility to Apply for Postings**

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

## **12.3 Selection Criteria**

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

## **12.4 Probationary Period**

It is understood that all new employees will be subject to a probationary period of 976 hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed.

New employees will be eligible for sick leave per Clause 18.1(a) and Article 24 – Health and Welfare benefits after completing 488 hours of work at the facility.

## **12.5 Qualifying Period**

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of 488 hours worked. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to his/her former position, he/she shall be returned to his/her former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position, and wage or salary rate, without loss of seniority.

## **12.6 Applications from Employees**

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

## **12.7 Right to Grieve**

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

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

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

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

## 12.8 Vacancy Posting

If a regular employee is absent from his/her position for more than 24 months as a result of a medical claim, such position will be posted in accordance with the provisions of Article 12.

When the employee who is on claim for more than 24 months is medically able to return to work, he/she shall be placed into an equivalent position. The requirement to post this position per this article shall be waived for the employee.

## ARTICLE 13 - LAYOFF AND RECALL

### (a) *Definition*

A layoff occurs when the Employer is unable to provide continuous employment to employees as a result of:

- (1) the elimination of a position(s), work shift(s) and/or line(s); or
- (2) a reduction in hours of work exceeding 6% of an employee's weekly scheduled hours of work.

### (b) *Order of Layoff*

Employees affected by Article 13 shall be laid off by job category in reverse order of seniority within a department.

### (c) *Options*

Employees who are laid off or bumped shall choose one of the following options:

- (1) placement into a vacant position, provided the employee is qualified to do the job; or
- (2) bump the least senior employee with the equivalent number of hours per week or within 6% less hours per week, in the same department, provided the employee is qualified to do the job of the less senior employee; or
- (3) bump the least senior employee in the same department, provided the employee is qualified to do the job of the less senior employee; or
- (4) elect to receive working notice as outlined in Article 13(e) below.

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

### (d) *Recall*

Employees on layoff who elect 13(c)(4) above shall be placed on the recall list for 12 months. Employees shall be recalled by department in order of seniority subject to ability to do the work available.

### (e) *Notice or Pay in Lieu of Notice*

- (1) after three consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one week's wages as compensation for length of service.
- (2) the Employer's liability for compensation for length of service increases as follows:
  - (i) after 12 consecutive months of employment, to an amount equal to two weeks' wages;

- (ii) after three consecutive years of employment, to an amount equal to three weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of eight weeks' wages.
- (3) the liability is deemed to be discharged if the employee is given notice of termination as follows:
  - (4) is given notice of termination as follows:
    - (i) one week's notice after three consecutive months of employment;
    - (ii) two weeks' notice after 12 consecutive months of employment;
    - (iii) three weeks' notice after three consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight weeks' notice.
  - (5) is given a combination of written notice under 13(e) and money equivalent to the amount the Employer is liable to pay, or
  - (6) terminates the employment, retires from employment, or is dismissed for just cause.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Continuous Operation**

The workweek shall provide for continuous operation based on a seven day week, 24 hours per day.

### **14.2 Hours of Work**

The hours of work for a regular full-time employee will range from a minimum of seven and one-half hours to up to 10 hours per day, exclusive of unpaid meal breaks, and a minimum of 36 hours to 40 hours per week depending on the employee's shift rotation and departmental operational requirements.

### **14.3 Scheduling**

- (a) The Employer shall arrange all shift schedules and post them at least 14 days in advance of the effective date.
- (b) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of six consecutive shifts without receiving two consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15.
- (c) There shall be no split shifts.
- (d) An employee reporting to work at the call of the Employer shall be paid a minimum of two hours pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four hours pay at his/her regular rate of pay if he/she commences work.
- (e) Employees may exchange shifts with the prior approval of the Employer, provided that a minimum of 48 hours advance notice in writing is given and there is no increase in cost to the Employer. In extraordinary circumstances, the Director of Care or their designate may approve shift exchanges with less than 48 hours' notice.
- (f) If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of the next regular shift, the employee shall not be required to report to work until there are eight clear hours between the end of the last shift and the beginning of the next regular shift. In such

cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.

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

- (1) the change is consistent with the operational requirements and the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith; and
- (2) the Employer has inquired into and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work, days off and work areas; and the impact the changes will have on the personal circumstances of such employees; and
- (3) if there is a change in rotation, that rotation will be posted for 14 days in advance. Employees who have been directly impacted by the change in rotation shall have seven days after the close of the posting to bid on a maximum of three shifts. Appointments will be based on seniority. Any unfilled shifts will be posted and filled based on Clause 12.3.

#### **14.4 Shift Differential**

Employees working the weekend shift shall be paid a shift differential of 25¢ per hour for the hours worked between 12.01 a.m. Saturday to 11:59 p.m. Sunday.

Employees working the night shift shall be paid a shift differential of 50¢ per hour for the hours worked between 11 p.m. to 7 a.m.

#### **14.5 Rest and Meal Periods**

- (a) There shall be a 15 minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four hours, will receive one 15 minute paid rest period.
- (b) An unpaid meal period of one-half hour will be scheduled as close as possible to the middle of each shift of five hours or more and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate, provided that the total hours worked exceeds those set out in Clause 14.2.
- (c) The issue of designated staff areas for rest and lunch areas and the appropriate use of those areas will be discussed at the Joint Labour/Management Committee.

### **ARTICLE 15 - OVERTIME**

#### **15.1 Definition of Overtime**

- (a) "*Overtime*" means authorized work performed by an employee in excess of the hours of work outlined in Clause 14.2. Overtime shall not be claimed or received for work which is less than 15 minutes. All work less than 15 minutes in excess of the hours of work outlined in Clause 14.2, shall be paid at straight-time rates of pay. Work in excess of 15 minutes will be paid at the applicable overtime rate.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means two times the straight-time rate.

## **15.2 Authorization and Application of Overtime**

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

## **15.3 Right to Refuse Overtime**

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations.

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

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 his/her regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the workday of a full-time employee.

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

## **15.5 Overtime Compensation**

Overtime worked shall be compensated at the following rates:

- (a) time and one-half for the first three hours of overtime on a regularly scheduled workday;
- (b) double-time in excess of (a);
- (c) subject to Clause 15.4, time and one-half for all hours worked on the employee's scheduled day of rest, but employees shall not have the day off scheduled.
- (d) overtime shall be compensated in either cash or time off. Overtime off shall be scheduled at a mutually agreeable time. An employee who has opted for compensating time off in lieu of overtime premium pay shall take the time off by March 31<sup>st</sup> and September 30<sup>th</sup> of each year. If the accumulated time off is not taken before the above-noted dates, the balance of the banked overtime premium shall be paid on the employee's next regular paycheque.

## **15.6 Callback**

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

## **15.7 Rest Interval**

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

## **15.8 Shift Exchanges**

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

### 15.9 Overtime Meal Allowance

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

## ARTICLE 16 - PAID HOLIDAYS

### 16.1 Paid Holidays

The following are recognized as statutory holidays at the facility:

|                  |                  |
|------------------|------------------|
| New Year's Day   | Thanksgiving Day |
| Canada Day       | Boxing Day       |
| Labour Day       | Good Friday      |
| Remembrance Day  | Easter Monday    |
| Christmas Day    | BC Day           |
| Queen's Birthday |                  |

### 16.2 Scheduling of Paid Holidays

The Employer shall identify on the work schedule the day which corresponds to the employee's statutory holiday entitlements. Specifically, nine statutory holidays will be scheduled throughout the year on one of the blocks of a 5/3 rotation. In addition, two days will be designated as floating stats to be taken at the discretion of the employee. The employee will provide the General Manager with seven days notice of his/her request for the time off. The General Manager will approve the request subject to operational requirements. These two floating stats cannot be carried forward to the following year.

Part-time and casual employees will receive statutory holiday pay at 4.3% of earnings in lieu of scheduled paid days off for statutory paid holidays.

### 16.3 Working on a Statutory Holiday

#### (a) *Statutory Holidays Scheduled Into Work Rotation*

Regular employees whose statutory holidays have been scheduled into their work rotations per Clause 16.2 who are required to work on a statutory holiday as listed per Clause 16.1, shall be paid a rate of one and one-half times his/her rate of pay for hours worked. There will be no further compensation or paid day off in lieu as the statutory holidays have been scheduled into the employee's work rotation.

#### (b) *Statutory Holiday Not Scheduled Into Work Rotations*

Regular employees who have not had their statutory holidays scheduled into their work rotations per Clause 16.2 who are required to work on a statutory holiday shall be paid at a rate of one and one-half times his/her rate of pay for hours worked. In addition, the employee will receive a paid day off in lieu for working the statutory holiday.

### 16.4 Holiday Coinciding With a Day of Vacation

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

### 16.5 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off, based on seniority, staffing

requirements and the holiday shifts worked the previous year. Employees shall indicate their preference in writing on or before November 1<sup>st</sup> of each year.

### 16.6 Alternative Days Off

Employees are entitled to up to two days leave of absence without pay per calendar year to observe spiritual, cultural or Holy Days not observed on days identified in Clause 16.1. Such leave shall not be unreasonably withheld and may be subject to operational requirements. The written request must be received at least 14 days in advance, provided it does not create an overtime situation for the Employer. Employees may use their vacation, personal leave days or floating stats for these days.

### 16.7 Paid Holiday Pay

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

## ARTICLE 17 - ANNUAL VACATIONS

### 17.1 Vacation

#### (a) *Vacation Schedule*

Regular employees are eligible for paid vacation time per year as follows.

| Facility Service Hours      | Vacation Entitlement |
|-----------------------------|----------------------|
| up to 9,360 hours           | 10 days              |
| 9,361 hours to 13,104 hours | 11 days              |
| Greater than 13,105 hours   | 12 days              |

Note: annual hours of work for full-time employees is 1872 hours.

#### (b) *Proration of Vacation Days for Employees Working Less than 1872 Hours per Year*

Vacation entitlement shall be prorated based on total straight-time hours and the proration will be based on 1872 hours per year. That is, employees who work 1872 or more straight-time hours per year will be entitled to 10 days' vacation per year. Employees who work less than 1872 hours per year will have their vacation entitlement prorated. For example, an employee who works 1000 hours will have vacation prorated based on  $1000/1872 = 0.53$ ; the employee will be entitled to  $0.53 \times 10 \text{ days} = 5.34$  vacation days.

Casual employees shall receive vacation pay in lieu of paid vacation time on every pay equal to 4% of gross earnings.

The vacation year runs from January 1<sup>st</sup> to December 31<sup>st</sup>. Vacation time is earned July 1<sup>st</sup> to June 30<sup>th</sup>. Vacation earned from July 1<sup>st</sup> to December 31<sup>st</sup> must be taken the following calendar year. Vacation time earned from January 1<sup>st</sup> to June 30<sup>th</sup> must be taken within the calendar year.

### 17.2 Vacation Earnings for Partial Year

(a) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.

(b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.

(c) An employee whose employment ceases before he/she has completed five working days of employment is not entitled to annual vacation pay.

### **17.3 Callback**

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

(b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all reasonable expenses incurred thereby by himself/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts to the Employer.

(c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation time.

### **17.4 Vacation Scheduling**

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority as per Article 11 within a department. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

No employee shall be entitled to more than four vacation periods, per vacation year unless mutually agreed.

### **17.5 Vacation Schedules**

(a) Employees shall submit their vacation requests to their supervisor on or before:

- (1) November 1<sup>st</sup> for the period January 1<sup>st</sup> through April 30<sup>th</sup>; and
- (2) March 1<sup>st</sup> for the period May 1<sup>st</sup> through December 31<sup>st</sup>.

(b) An employee who does not exercise his/her seniority rights by the cutoff dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and employee.

### **17.6 Vacation Pay**

Upon receipt of 30 days' written notice, the Employer shall pay to the employee, immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation pay earned, up to the amount of vacation time being taken.

### **17.7 Vacation Credits Upon Death**

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

### **17.8 Reinstatement of Vacation Days**

In the event an employee is qualified for compassionate leave, sick or injured prior to the commencement of his/her vacation, or on any other approved leave with pay during the employees' vacation period, there shall be no deduction from the vacation credits for such leave. The vacation period so displaced shall be added to the vacation period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

## ARTICLE 18 - SICK LEAVE

### 18.1 Sick Leave Entitlement

- (a) Employees who have completed 488 hours of work at the facility shall be compensated at 70% for five days in a calendar year. These days shall be non-cumulative from year to year.
- (b) After one year of service, employees shall receive 70% of their regular pay, commencing on the seventh calendar day of each incident until the 17<sup>th</sup> week of each year.

### 18.2 Medical Certificates

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

### 18.3 Employee to Inform Employer

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

Employees who are absent from work because of sickness shall contact the General Manager/designate on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

Employees who have been absent from work due to illness or injury must provide sufficient notice to the Employer of their ability to return to work, prior to doing so. It is agreed that longer notice is required where the employee has been absent from work for a period in excess of 30 consecutive days.

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

### 18.4 Expiration of Sick Leave Credits

The Employer shall inform employees, upon request of their sick leave credits. At the expiration of sick leave credits, employees who continue to be off on sick leave shall apply for and be placed on unpaid leave of absence in accordance with Clause 20.5. If the employee is not fit to return to his/her previous position at the expiry of the unpaid leave of absence, the employee must apply for further leave of absence.

Benefits will continue to apply for the first 20 work shifts following the expiration of the sick leave credits.

Employees who wish to continue to coverage under Clause 25.1 may do so provided the employee pays the full cost of the premiums.

### 18.5 Probationary Period

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

### 18.6 Third Party Coverage

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

the ICBC at any time after six months following the illness or injury, unless the employee first elects to take action on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

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

## **ARTICLE 19 - WORKERS' COMPENSATION**

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

Sick leave shall be paid for one day or less not covered by the *Workers Compensation Act*.

### **19.2 Benefits While on Compensation**

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

- (a) seniority hours pursuant to Clause 11.1 shall continue to accrue;
- (b) vacation entitlement in Clause 17.1 shall continue to accrue; and
- (c) the Health and Welfare provisions of Article 25 will continue to apply for 20 calendar days or the end of the calendar month in which the employee is injured whichever is greater.

### **19.3 Employee to Contact Employer**

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

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

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

## **ARTICLE 20 - SPECIAL AND OTHER LEAVE**

### **20.1 Personal Leave Days**

Regular employees are eligible for two personal leave days per calendar year paid at their current rate of pay for use for family or personal reasons. Requests for personal leave days must be made in writing with two weeks' notice and may be used in conjunction with vacation.

The personal leave days will be prorated based on total straight-time hours worked and the proration will be based on 1872 hours per year. Personal leave day entitlements will be calculated on December 31<sup>st</sup> of each year and allocated to each employee for their use the following year. Personal leave days will not be carried over from one year to the next.

That is, employees who work 1872 or more straight-time hours per year will be entitled to two personal leave days per year. Employees who work less than 1872 hours per year will have their personal leave days prorated. For example, an employee who works 1500 hours as of December 31<sup>st</sup> will have their

personal leave day prorated based on  $1500/1872 = 0.80$ ; the employee will be entitled to  $0.80 \times 2 \text{ days} = 1.6$  personal leave days for the following calendar year.

## 20.2 Compassionate Care Leave

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

## 20.3 Compassionate Leave

- (a) In the event of the death of an immediate family member, an employee who is not on unpaid leave of absence shall be entitled to compassionate leave, at his/her regular rate of pay, for three days. The employee may be entitled to two additional days off, without pay, to travel in conjunction with the compassionate leave day.
- (b) In the alternative to (a) above, if an established ethno-cultural or religious practice provides for ceremonial occasions other than the bereavement period between the date of death and the date of the funeral, an employee may take the compassionate leave day and any necessary travel time referred to (a), at the time of the ceremonial occasion.
- (c) Immediate family is defined as an employee's parent, stepparent, foster parent, spouse, common-law spouse, child, legal stepchild, legal ward, legal guardian, brother, sister, father-in-law, mother-in-law, grandparent, daughter-in-law, son-in-law, and any other relative permanently residing in the employee's household or with whom the employee resides.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

## 20.4 Unpaid Leave for Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office as per Clauses 20.5 and 20.6.

## 20.5 Unpaid Leave

- (a) Subject to 20.5(b), an employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice of at least 14 days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall be subject to operational requirements and shall not be unreasonably withheld.
- (b) Such leave shall not be granted where the employee is assuming other employment. Leaves shall not be extended beyond six months, except in exceptional or unusual circumstances.
- (c) Any employee who has been granted leave of absence and who over stays such leave by more than three working shifts, unless permission is obtained or a satisfactory explanation is provided, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.
- (d) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding 20 working shifts in any year, the employee shall not accumulate benefits or seniority from the 21<sup>st</sup> day of the unpaid leave to the last day of the unpaid leave.

## 20.6 Health and Welfare Benefits While on Unpaid Leave of Absence

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

## 20.7 Education Leave

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) When an employee goes on approved education leave, upon completion of the leave he/she will return to his/her former position.
- (c) Educational courses referred to on a job description shall not be paid for by the Employer.
- (d) An employee may request unpaid leave for the purpose of education. Such leaves shall not be extended beyond one year, except in exceptional or unusual circumstances. Such leave shall be requested and granted as per Clause 20.5(a), (c) and (d).

## 20.8 Jury Duty and Leave for Court Appearances

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

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

# ARTICLE 21 - MATERNITY AND ADOPTION LEAVE

## 21.1 Maternity Leave

- (a) A pregnant employee who requests leave under this Agreement is entitled to 17 weeks of unpaid leave:
  - (1) *Beginning*
    - (i) no earlier than 11 weeks before the expected birth date; and
    - (ii) no later than the actual birth date.
  - (2) *Ending*
    - (i) no earlier than six weeks after the actual birth date, unless the employee requests a shorter period; and
    - (ii) no later than 17 weeks after the actual birth date.
- (b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to six consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.

- (c) An employee is entitled up to six additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Subsection (a) or (b).
- (d) A request for leave must:
  - (1) be given in writing to the Employer;
  - (2) if the request is made during the pregnancy, be given to the Employer at least four weeks before the day the employee proposes to begin leave; and
  - (3) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Subsection (c).
- (e) A request for a shorter period under Subsection (a)(2)(i) must:
  - (1) be given in writing to the Employer at least one week before the date the employee proposes to return to work; and
  - (2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

## 21.2 Parental Leave

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

### **21.3 Return from Leave**

An employee on maternity or parental leave pursuant to Clauses 21.1 and 21.2 shall provide the Employer with at least one month's written notice. On return from leave, an employee shall be placed in her former position or where the position no longer exists in a position of equal rank and basic pay. Where no position exists, Article 13 shall apply.

The employee shall not have an advantage over other employees as a result of such leave.

### **21.4 Benefit Plan**

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

If an employee fails to return to work, the Employer will recover monies paid under this section.

### **21.5 Sick Leave**

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

### **21.6 Vacation**

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

### **21.7 Seniority Rights on Reinstatement**

- (a) An employee who returns to work after the expiration of the maternity or parental leave shall retain the seniority he/she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which his/her leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave or if he/she does not return to work on the date specified on the notice of return from leave.

## **ARTICLE 22 - SAFETY AND HEALTH**

### **22.1 Safety Committee**

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

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

The union representatives shall be employees at the workplace.

### **22.2 Committee Responsibilities**

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

The Union agrees to actively pursue with the other health care unions certified within the same facility a joint union committee for the purposes of this article.

### **22.3 Date of Injury**

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

### **22.4 Transportation**

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

### **22.5 Right to Refuse Unsafe Work**

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

### **22.6 Lieu Time to Attend Meetings**

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

### **22.7 Investigation of Accidents**

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

In the event of a fatality, the Employer shall immediately notify the President of the Union or his/her designate and the bargaining committee chairperson.

## **ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

This article will not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the long-term care field.

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

Any employee classified as a regular employee shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which he/she is employed.

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

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

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

## ARTICLE 24 - HEALTH AND WELFARE

### 24.1 Benefit Coverage

The Employer agrees to provide the following health and welfare plans to eligible employees:

(a) *Medical Plan*

The British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer will pay 100% of the premium for eligible employees and their dependants.

(b) *Dental Plan*

A dental plan covering 80% of the costs of the basic plan and 50% of the cost of the major restorative plan. The basic plan and the major restorative plan are subject to a maximum of \$1,000 per year combined. The premiums for such plans shall be 80% employer paid, for eligible employees and their dependants and the employee shall pay 20% of the premium.

(c) *Group Life and Accidental Death and Dismemberment*

A group life insurance policy and an accidental death and dismemberment policy, the premiums for which shall be 80% employer paid, for eligible employees and 20% employee paid.

(d) *Extended Health Care Plan*

An extended health care plan, with a 25/25 deductible and unlimited life time maximum for claims, covering 100% of the costs beyond the deductible, for eligible employees and their dependants. Maximum \$5000 per year for nursing care and \$500 every five years for hearing aides. Maximum \$200 hundred dollars every 24 months for corrective lenses. Lifetime maximum of \$1 million for out-of-Canada emergency services. Annual maximum of \$15,000 per person for prescription drugs. The Employer shall pay 80% of the premium for eligible employees and their dependants and the employee shall pay 20% of the premium.

### 24.2 Commencement of Coverage

(a) Coverage under the provisions of this article shall apply to regular full-time and regular part-time employees who work 20 hours or more per week and shall commence the first day of the calendar month immediately following the completion of the employee's 488 hours of work at the facility.

(b) *Casual Employees Working Regular Assignments Exceeding Six Continuous Months*

Casual employees who temporarily fill a specific regular full-time or regular part-time position are entitled to the health and welfare plans specified under this article provided the specific assignment exceeds six continuous months in duration and the employee works at least 20 hours or more per week. Benefits will apply for the duration of the specified temporary assignment only and shall commence the first day of the calendar month immediately following the completion of 488 hours of work at the facility.

Benefits will not apply to casual employees who fill a series of regular full-time or regular part-time positions of less than six months duration even though the cumulative number of assignments exceeds six months duration or longer.

### 24.3 Employer to Arrange for Coverage

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

## ARTICLE 25 - WORK CLOTHING AND RELATED SUPPLIES

The Employer will supply suitable gloves and aprons and other protective clothing to employees required by the Employer to wear same. If a uniform is required, it will be laundered at the facility.

## ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

### 26.1 Paydays

- (a) Employees shall be paid biweekly by direct deposit.
- (b) The distribution of paycheque stubs shall be as per current practices.

### 26.2 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her rate of pay shall maintain his/her regular rate of pay.

### 26.3 Mileage

An allowance of 50¢ per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

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

## ARTICLE 27 - NOTICE OF NEW AND CHANGED POSITIONS

### 27.1 Job Descriptions

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

### 27.2 New Classifications/Duties

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

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

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

In the event that the Employer introduces significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within 30 days of notification by the Employer.

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

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

## ARTICLE 28 - GENERAL CONDITIONS

### 28.1 Indemnity

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

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

### 28.2 Employer Property

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

### 28.3 Copies of Agreement

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

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

### 28.4 Volunteers and Bargaining Unit Work

It is agreed that volunteers have a role to fill in the operation of a long-term care facility and are an important link to the community being served. Volunteers shall be supernumerary to established positions in the bargaining unit and will not result in the layoff of bargaining unit employees, nor will volunteers be used to fill established positions within the bargaining unit.

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

### 28.5 Personal Property Damage

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

### 28.6 Joint Labour/Management Committee

- (a) The parties agree to establish a joint committee composed of three employees appointed by the Union and three representatives of the Employer.
- (b) The Joint Committee shall meet at the call of either party at a mutually agreed time and place. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) correcting conditions causing misunderstandings;
  - (3) dealing with matters referred to it in this Agreement;
  - (4) to review workplace best practices and workload issues.
- (f) Minutes of Joint Committee Meetings shall be transcribed by the Employer and distributed to committee members.

### **28.7 Employee Access to Leave Records**

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

## **ARTICLE 29 - TERM OF AGREEMENT**

### **29.1 Duration**

This Agreement shall be binding and remain in effect until midnight April 30, 2012

### **29.2 Notice to Bargain**

- (a) This Agreement may be opened to collective bargaining by either party giving written notice to the other party on or after February 28, 2012 but in any event, no later than midnight on March 31, 2012.
- (b) Where no notice is given by either party prior to February 28, 2012, both parties shall be deemed to have given notice under this section on March 31, 2012.
- (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 General Manager.

### **29.3 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.

### **29.4 Agreement to Continue in Force**

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

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

### **29.5 Effective Date of Agreement**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Darryl Walker  
President

\_\_\_\_\_  
Jean Wong  
Director Human Resources

\_\_\_\_\_  
Anna Braaten  
Bargaining Committee

\_\_\_\_\_  
Elaine Wright  
General Manager

\_\_\_\_\_  
Brian Johnston  
Bargaining Committee

\_\_\_\_\_  
Sue Ball  
Regional Manager

\_\_\_\_\_  
Salli Rye  
Bargaining Committee

\_\_\_\_\_  
Barbara Crowley  
Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**APPENDIX 1**  
**Wage Schedule**

**Classifications and Hourly Rates**

| Position  | Length of Service   | May 1, 2009    | May 1, 2010    | May 1, 2011    |
|---|---------------------|----------------|----------------|----------------|
| LPN 1<br>(new grad – see note 2)                | Start               | 23.66          | 24.25          | 24.86          |
| LPN 2<br>(1 year experience)                    | Start<br>1872 hours | 24.18<br>24.66 | 24.78<br>25.28 | 25.40<br>25.91 |
| Resident Care Aide 1<br>(New grad – see note 2) | Start               | 17.42          | 17.86          | 18.30          |
| Resident Care Aide 2<br>(1 year experience)     | Start<br>1872 hours | 17.94<br>18.30 | 18.39<br>18.76 | 18.85<br>19.23 |
| Home Support Worker                             | Start<br>1872 Hours | 16.64<br>16.97 | 17.06<br>17.40 | 17.48<br>17.83 |
| Activity Aide<br>(see note 3)                   | Start<br>1872 hours | 17.94<br>18.30 | 18.39<br>18.76 | 18.85<br>19.23 |
| Recreation Assistant<br>(see note 4)            | Start<br>1872 Hours | 18.46<br>18.83 | 18.92<br>19.30 | 19.39<br>19.78 |
| Cook 1  | Start<br>1872 Hours | 14.04<br>14.46 | 14.39<br>14.82 | 14.75<br>15.19 |
| Cook 2  | Start<br>1872 Hours | 15.60<br>16.02 | 15.99<br>16.42 | 16.39<br>16.83 |
| Lead Cook                                       | Start<br>1872 Hours | 18.20<br>18.98 | 18.66<br>19.45 | 19.12<br>19.94 |
| Night Houseman                                  | Start<br>1872 Hours | 14.30<br>15.34 | 14.66<br>15.72 | 15.02<br>16.12 |
| Support Service Worker<br>(see note 5)          | Start<br>1872 Hours | 11.70<br>13.26 | 11.99<br>13.59 | 12.29<br>13.93 |
| Support Service Aide                            | Start<br>1872 Hours | 11.18<br>11.70 | 11.46<br>11.99 | 11.75<br>12.29 |

1. Annual full-time hours are 1872 hours based on a minimum 36 hour workweek.
2. Upon reaching 1872 hours of experience at the facility LPNs 1 and RCAs1 (new grads), subject to achieving satisfactory performance evaluations, will be promoted to LPN 2 and RCA 2 classifications respectively. The rate of pay for these employees will be at the "starting" rate at the LPN 2 and RCA 2 classifications. The next salary step increment for these employees will occur when he/she reaches 1872 hours of straight-time hours of work at the LPN 2 and RCA 2 classification level.
3. In addition to duties performed by the RCA2 will assist with providing residents with recreational therapy, does not possess a diploma in Recreation Therapy.
4. Will provide residents with recreational therapy and must possess a 2 year diploma in Recreation Therapy.
5. Incorporating the multi-tasking model, this position will include a combination of dietary, laundry & housekeeping duties.

## **APPENDIX 2 Exclusions**

General Manager  
Director of Care  
Assistant Director of Care  
Registered Nurses  
Assisted Living Manager  
Recreation Manager  
Marketing Manager  
Site Maintenance Manager  
Maintenance Manager  
Housekeeping Manager  
Food Services Manager  
Administrative Coordinator  
Receptionist

## **APPENDIX 3 Casual Call-In**

### **Casual Register**

- (a) Part-time employee's who are registered for casual work, will be called first, in order of seniority.
- (b) Casuals will be called, in order of seniority, following the part-time employees.
- (c) Any dispute regarding a casual shift that will be worked three days or more from the booking date, must be discussed with the DOC/Designate prior to the commencement of that shift.
- (d) Any other dispute regarding casual shifts will be handled via the grievance procedure.

### **Casual Employees**

- (a) Short call shifts (six hours or less notice, including the first shift of a block), will be filled at the discretion of the Employer.
- (b) A casual employee who is already scheduled for work on the day of the casual vacancy is deemed unavailable for that vacancy.
- (c) Casual employees will submit their availability, at least, at the end of the month for the following month. Anyone who does not submit such may not be called in for casual work in that month.
- (d) Any casual employee who accepts a shift is deemed responsible for that shift. If an accepted shift(s) is cancelled more than three times in a calendar month, for any two calendar months within one calendar year, without exceptional circumstances, the casual employee will lose all seniority hours and be placed at the bottom of the casual register.

### **Part-time Employees**

- (a) A regular part-time employee will request, in writing to the DOC, to be placed on the casual registry.
- (b) If the regular part-time employee is already scheduled for work on the day of the casual vacancy the part-time employee is deemed unavailable for the casual shift. If acceptance of the casual shift will incur overtime for the part-time employee, the employee is deemed unavailable for that shift.

- (c) Part-time employees who are registered for casual work will submit their availability, at least, at the end of the month for the following month. Anyone who does not submit such may not be called in for casual work in that month.
- (d) Part-time employees joining the casual register shall be placed at the bottom of the list until the next update is completed, at which time they will be added in order of seniority.
- (e) Any part-time employee on the casual registry who accepts a casual shift is deemed responsible for that shift. If an accepted shift(s) is cancelled more than three times in a calendar month, for any two calendar months within one calendar year, without exceptional circumstance, the part-time employee will be removed from the casual register.

### **Call-in Process**

A log will be kept of all calls made for casual call-in. The Log Book shall show:

- (1) the date;
  - (2) employee called;
  - (3) time called;
  - (4) the position/shift being called to fill;
  - (5) the outcome of the call (accept, decline, no answer, answering machine, message left);
  - (6) signature of caller.
- (a) All staff on the casual registry will provide one phone number in which to be contacted for casual shifts.
  - (b) If no answer after six rings, the caller shall make note in the log book and move to the next available employee on the casual register. If an answering machine is reached or person is available to take a message, the caller shall leave a message saying "*Comox Valley Seniors Village calling, please call regarding an available shift*" and note "*message left*" in the log book. The caller will then proceed down the list.
  - (c) If an employee returns a call from message left and the shift remains unfilled, offer it. If the shift vacancy has been filled, advise the employee that the shift is no longer available.
  - (d) If a pager is called the employee will be given five minutes to return the page, the call-in log will identify the time the pager message was left.
  - (e) An employee who is registered for casual work, and is working in the building, shall designate, in the place assigned by the Employer, the number of the facility mobile phone they are carrying. This shall be the contact number during that shift for the offer of casual work. If the employee fails to designate, or errors in the designation of, the mobile phone number, they will not be called for the casual work.

### **APPENDIX 4 List Of Arbitrators/Investigators**

Irene Holden  
Joan Gordon  
Chris Sullivan  
David McPhillips

**MEMORANDUM OF AGREEMENT #1**  
**Re: Contracting Out**

*between*

*Well-Being Senior Services Ltd. (Comox Valley)*

*and*

*B.C. Government and Service Employees' Union (BCGEU)*

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

This Memorandum of Agreement will expire on April 30, 2012.

**MEMORANDUM OF AGREEMENT #2**  
**Re: Former Seniority with Casa Loma Ventures, Well-Being Senior's Services at Casa Loma Seniors Village and Fitzgerald's**

The parties agree to establish a joint committee comprised of one representative from the Union and one representative from the Employer to establish the correct seniority hours for those employees who were previously employed as full-time, part-time and casual employees at Casa Loma Ventures, Well-Being Senior's Services at Casa Loma Seniors Village and Fitzgerald's.

For the purpose of continuous service, the ten month period in which these employees were laid off shall not be considered a break in service.

**LETTER OF UNDERSTANDING #1**  
**Re: Foreign Workers**

In situations where the Employer is experiencing challenges hiring qualified care staff (e.g. LPNs, care aids), the Union agrees to meet with the Employer to discuss recruiting options including the hiring of Foreign Workers.

Following such discussions, should the Employer pursue an application for a Labour Market Opinion (LMO), the Union will not unreasonably withhold their consent.

The parties agree that all individuals hired through the LMO process will be subject to all the terms and conditions of the Collective Agreement.